

**REGULATIONS OF THE PROGRAMMES
OF THE
POLISH NATIONAL AGENCY FOR ACADEMIC
EXCHANGE**

*Programmes for natural persons
taking up education and
research stay in Poland*

Warsaw, 10 March 2025

TABLE OF CONTENTS

I.	GLOSSARY OF TERMS AND ABBREVIATIONS	3
II.	GENERAL INFORMATION	1
	1. How to use the Regulations.....	1
	2. Eligible persons.....	1
III.	SUBMISSION OF THE APPLICATION FOR GRANTING FUNDS AND CONCLUSION OF THE CALL FOR PROPOSALS	1
	1. Registration and use of the Agency's ICT system	1
	2. Submission of the application in the Agency's ICT system	2
	3. General rules for submitting applications.....	2
	4. List of required attachments to the application	2
	5. Assessment of the application.....	2
	6. Conclusion of the call for proposals.....	3
	7. Appeal procedure	3
IV.	PROCEDURE OF CONCLUSION OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER	4
V.	PAYMENT RULES, RIGHTS AND OBLIGATIONS OF THE SCHOLARSHIP HOLDER AND REPORTING	5
	1. Payment schedules under the Programmes.....	5
	2. General rules of financial settlement.....	6
	3. Rights and obligations of the Scholarship Holder.....	7
VI.	EVALUATION.....	9
VII.	PERSONAL DATA PROCESSING.....	9
VIII.	CHANGES TO THE REGULATIONS	11
IX.	CONTACT WITH THE AGENCY	11
X.	ATTACHMENTS	11

I. GLOSSARY OF TERMS AND ABBREVIATIONS

- 1) **Agency** - the Polish National Agency for Academic Exchange;
- 2) **Director** - the Director of the Agency;
- 3) **Expert** - person who conducts substantive assessment of applications submitted under the call for proposals for participation in the Programme;
- 4) **Code of Ethics** - a catalog of ethical standards of behavior, defining the conduct and behavior of Scholarship Holders, constituting an appendix to the Regulations;
- 5) **Call for Proposals** - call for proposals for participation in the Programme;
- 6) **Announcement** - announcement of the call for proposals for participation in the Programme referred to in Art. 19 of PNAAE;
- 7) **Programme** - programme specified in the Announcement aimed at the implementation of the Agency's tasks;
- 8) **Regulations** - these Regulations for the Programmes for natural persons taking up education and research stay in Poland;
- 9) **System** - Agency's ICT system referred to in Art. 14 of PNAAE;
- 10) **Scholarship Holder** - person who has been awarded financing and with whom the Agreement has been concluded;
- 11) **Funds** - funds referred to in Art. 18 section 2 point 2 of PNAAE;
- 12) **University** - Polish research or academic centre in which the Scholarship Holder has taken up education or research stay;
- 13) **PNAAE** - the Act of 7 July 2017 on the Polish National Agency for Academic Exchange;
- 14) **HES** - the Act of 20 July 2018 on Higher Education and Science;
- 15) **Agreement** - agreement referred to in art. 26 of PNAAE;
- 16) **Application** – a form completed by the Applicant and submitted under the Call for Proposals via the Agency's ICT system;
- 17) **Applicant** - person who intends to submit or has submitted Application under the Call for Proposals;
- 18) **Evaluation Team** - team appointed by the Director to conduct substantive assessment of applications within the scope indicated in the Announcement.

II. GENERAL INFORMATION

1. How to use the Regulations

These Regulations specify the terms of the Call for proposals for participation in programmes addressed to natural persons.

Part I of the Regulations - Glossary of terms and abbreviations - contains useful definitions and references to relevant laws.

Part II contains general information on programmes for natural persons, including information on persons authorized to submit applications and information common to all programmes addressed to natural persons.

Parts III – VIII, similarly as parts I and II, describe the principles common to all programmes for natural persons.

When determining any deadlines related to project dates or to implementation of activities, the provisions of the Polish Civil Code regarding the calculation of deadlines, i.e. art. 110 et seq. shall apply.

Detailed information on the call for proposals, including the deadlines and allocation of funds for the call, shall be published in the Announcement.

2. Eligible persons

Only natural persons who meet the requirements specified in the Call for Applications for a given Program can apply.

III. SUBMISSION OF THE APPLICATION FOR GRANTING FUNDS AND CONCLUSION OF THE CALL FOR PROPOSALS

1. Registration and use of the Agency's ICT system

Pursuant to Art. 14. of PNAAE the Agency operates the System in which the data necessary for issuing decisions on granting funds under the Agency's Programmes are processed. The scope, rules and terms of using the System are described in "the Regulations of the use of the NAWA's ICT system¹.

In contacts with the Applicant, correspondence will be conducted via the System. The User may receive system notifications or messages sent by NAWA employees or other persons authorized by the Administrator to the e-mail address provided during registration. The applicant is obliged to notify the Agency of any change of the e-mail address to which correspondence regarding the application is to be sent.

Failure to comply with the form of communication indicated by the Agency may result in leaving the documents - submitted by the Applicant with the use of other means of communication - without consideration. The Applicant shall be obliged to regularly check correspondence in the System after submitting the Application.

¹ https://nawa.gov.pl/images/users/629/Regulamin_st_NAWA_wazny_od_09.08.2019.pdf

2. Submission of the application in the Agency's ICT system

In order to participate in the call for proposals under the Programme one should:

- a) register an account in the System available at: <https://programs.nawa.gov.pl>;
- b) submit the Application with the necessary attachments via the System.

An application to participate in the Program can only be submitted by the Applicant on his/her own behalf. It shall be the responsibility of the Applicant to check whether the operation of submitting the application has been completed correctly.

3. General rules for submitting applications

By submitting the application, the Applicant accepts the terms and rules specified in the Announcement as well as in the Regulations and in the attachments.

The Agency reserves the right to cancel the call for proposals, in particular in the event of introducing significant changes to the provisions of law affecting the conditions of conducting the call for proposals, occurrence of force majeure or in other justified cases.

All information necessary for the proper conduct of the call for proposals shall be published by the Agency at: www.nawa.gov.pl.

The applicant shall be obliged to correctly fill in the application in accordance with the guidelines contained in the System, which specify in detail the scope of information necessary to be presented in each of the required fields of the application. Information of substantive character entered into the Application by the Applicant has to be entered in the fields designated for this purpose.

If the Applicant submits more applications than allowed by the rules of a given Programme (Announcement), only the last application submitted in the System within the time limit for submission shall be subject to assessment.

4. List of required attachments to the application

The required information in this regard shall be specified in the Announcement.

5. Assessment of the application

The rules for assessing applications shall be described for each Programme in the Announcement.

1) Formal assessment of the application:

The purpose of the formal assessment is to verify the applications in terms of meeting the formal criteria indicated in the Announcement.

If necessary, the Agency may, once within a given scope, request the Applicant to provide additional documents or explanations. Information on the need to supplement or provide explanations to the

application shall be sent by e-mail as a notification from the System to the Applicant's e-mail address. The applicant will use the system to submit additions or clarifications to the application.

Applications which do not meet the formal requirements set out in the Announcement shall not be considered.

2) Substantive assessment of the application (if applicable):

The purpose of the substantive assessment is to verify the applications in terms of meeting the quality criteria indicated in the Announcement.

Only applications which meet the formal criteria shall be submitted for substantive assessment.

The components and criteria of the assessment shall be specified in the Announcement. The substantive assessment shall be conducted on the basis of the criteria specific to a given Programme, described in the Announcement.

The names and surnames of External Experts who carry out substantive assessment under the Programme shall not be made available.

6. Conclusion of the call for proposals

As a result of the substantive assessment, the list of applications recommended for financing shall be prepared.

The Director shall make the decision granting or refusing to grant funds under the Programme, taking into account the list of applications recommended for funding, the objective of the Programme and the effective use of funds allocated for its implementation.

The decision of the NAWA's Director to grant or to refuse granting funds under the Programme shall be sent to the Applicant in the System. The decisions of the Director of the Agency shall be delivered to the Applicant in the form of an electronic document, via the System, to the e-mail address provided in the application. The decisions of the Director of the Agency shall be signed with a qualified electronic signature.

Persons who are not granted funding by the Agency under the Programme, but whose right to education or a research stay under an international agreement and their right to exemption from tuition fees are confirmed by the Agency, shall receive such confirmation in the form of a certificate issued by the Agency.

The list of the Scholarship Holders, including their names and surnames, shall be published on the Agency's proprietary site in the Public Information Bulletin (BIP).

7. Appeal procedure

In the event of any formal violations in the allocation of funds, the Applicant may request the Director of the Agency to reconsider the case. The request for reconsideration of the case may include reservations only as to formal issues in the process of granting funds, and not to the merits of the substantive

assessment.

The request for reconsideration of the case should be submitted to the Director of the Agency within 14 days from the date of receipt of the decision, in writing to the following address:

Narodowa Agencja Wymiany Akademickiej
ul. Polna 40
00-635 Warszawa

or electronically to the Agency's Incoming Mailbox (ePUAP mailbox: /NAWA/SkrytkaESP) in the form of an electronic document bearing a qualified electronic signature (a trusted signature, a personal signature or a signature authenticated in a manner ensuring the possibility of confirming the origin and integrity of the verified data in electronic form).

In the course of proceedings, the Director examines:

- admissibility of the appeal (possibility to submit an appeal),
- submission of an appeal on time.

The inadmissibility of the appeal and the failure to meet the deadline for its appeal are stated by the Director in a decision which is final in this case.

If the appeal is admissible, i.e. it concerns formal violations when granting funds, the Director will review the decision issued in the first instance, i.e. will reconsider and resolve the case. In the course of activities related to the consideration of the application for reconsideration of the case, the person who previously participated in the issuance of the contested decision may not participate.

The decision stating the inadmissibility of submitting the application for reconsideration of the case or the decision of the Director issued as a result of reconsideration of the case, the Applicant may submit a complaint to the Provincial Administrative Court in Warsaw, to the following address: Wojewódzki Sąd Administracyjny w Warszawie, ul Jana Kazimierza 10, 01-248 Warszawa.

IV. PROCEDURE OF CONCLUSION OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

In the decision granting funds, the Agency shall specify the activities to be performed by the Applicant and the deadline for their performance.

Conclusion of the agreement with the Applicant shall take place on the basis of the decision of the Director of the Agency granting funds under the Programme, after the successful completion of the application assessment procedure.

The model Agreement constitutes an attachment to the Regulations.

The Agreement shall be made available to the Scholarship Holder in the System, of which the Scholarship Holder shall be informed in an e-mail, sent via the System to the e-mail address provided during registration in the System.

After receiving information that the Agreement has been made available, the obligations of the Scholarship Holder shall include:

- 1) supplementing and checking the correctness of the data contained in the Agreement, including address and bank details (if applicable), and in the event of any irregularities, reporting them to the Agency;
- 2) accepting the Agreement.

If the Applicant selected in the call for proposals fails to sign the Agreement with the Agency within the deadline, financing may be awarded to another Applicant who has received a positive substantive assessment.

The Agreement may be terminated by mutual agreement or by termination of the Agreement by the Agency in the cases specified in the Terms and Conditions and in the Agreement, including in the event of a gross breach of the provisions of the Agreement.

V. PAYMENT RULES, RIGHTS AND OBLIGATIONS OF THE SCHOLARSHIP HOLDER AND REPORTING

1. Payment schedules under the Programmes:

1. Funds shall be disbursed in the manner and on the terms specified in the Announcement.
2. Funds are granted for the duration of the training or research stay. Detailed information on the period for which funds are granted can be found in the Notice.
3. The condition for the payment of funds is that the Scholarship Holder carries out the education or research stay specified in the Director's decision to award the funds, in accordance with the rules specified in the Announcement.
4. The disbursement of funds will be made in monthly cycles, with the proviso that the disbursement may be made no later than December 31 of a given year, with compensation from the first month in which the Scholarship Holder began his/her education or research stay at the University.
5. Upon a justified request of a person with documented disability, the Director of the Agency may waive chosen programme rules with regard to such person, if compliance with such rules would be excessively difficult due to the type of the disability, and the deviation from a given rule shall contribute to ensuring for such person equal conditions for participation in the call for proposals or implementation of the Programme, as compared to other Programme beneficiaries.
6. Payment of funds shall be suspended if the Scholarship Holder:
 - 1) is on a student leave (or a justified break of a similar nature),
 - 2) stays outside the territory of the Republic of Poland continuously for more than 30 days, with the exception of being delegated on a trip under the EU Erasmus+ programme, unless the Announcement states otherwise.
 - 3) Payment of funds may also be suspended in the circumstances specified in section 8 or in the case of administrative proceedings being held against the Scholarship Holder regarding his/her removal from the list of students.
7. After the reason for suspending the scholarship ceases to exist, the Scholarship Holder shall inform the Agency about this fact through the University.
8. The agreement with the Scholarship Holder may be terminated if the Scholarship Holder:

- 1) repeats a semester or a year of the studies;
 - 2) has provided false information on the basis of which he/she was granted financing;
 - 3) has obtained Polish citizenship during the educational cycle;
 - 4) is staying on the territory of the Republic of Poland illegally or has not presented a document confirming the legalization of his/her stay on the territory of the Republic of Poland at the request of the Agency or the University;
 - 5) does not have health insurance or has not presented relevant document at the request of the Agency or the University;
 - 6) has not submitted or corrected the report;
 - 7) has been disciplinarily punished or convicted by a final court judgment for an offense committed intentionally or an intentional fiscal offense;
 - 8) has ignored information from the Agency calling for improvement of performance;
 - 9) has breached material provisions of these Regulations, the Code of Ethics, the Announcement or the Agreement other than those mentioned above.
9. The Contract with the Scholarship Holder shall automatically expire if the Scholarship Holder:
- 1) did not undertake the form of education or research stay indicated in the Director's decision in accordance with the rules of the Announcement;
 - 2) has not passed the preparatory course;
 - 3) has been removed from the list of preparatory course participants or the list of students by the University;
 - 4) repeats a semester or year of study more than once.
10. If the right to obtain the scholarship is withdrawn due to the Scholarship Holder repeating a year or a semester, it shall be the responsibility of the University to define the financial conditions for his/her admission to the continuation of the preparatory course or studies.

2. General rules of financial settlement

The Scholarship Holder shall be responsible for the timely settlement of his/her educational course or research stay by submitting reports and other documents indicated in the Announcement to the Agency.

Reports shall be submitted electronically via the System using electronic forms prepared and made available by the Agency, unless the Agency indicates another form of submitting the report.

Reports shall be submitted on the terms and conditions specified in the Announcement.

A correctly prepared report shall be subject to verification and approval in terms of its compliance with the Announcement and the Agreement. The Agency may decide to subject the report to Experts' assessment.

In the event of submitting an incorrectly prepared report or submitting an incomplete report, the Scholarship Holder shall be obliged to correct or complete the report within 14 days from the date of receiving information in the System about the need to correct or complete the report. In this case, the lapse of the time limit for its assessment shall be suspended.

Failure to submit the report within the indicated deadline or failure to complete or correct it within the indicated deadline may constitute grounds for suspending the payment of funds as well as may

constitute the basis for requesting the Scholarship Holder to return the received funds.

The Scholarship Holder may not receive other scholarships related to the implementation of a given form of education² during the term of the agreement, except for the benefits referred to in HES and related to the implementation of the EU Erasmus + programme, unless the Announcement states otherwise.

3. Rights and obligations of the Scholarship Holder

1. The Scholarship Holder undertakes in particular to:

- 1) provide the Agency with a certificate issued by the University confirming admission to the studies in a given field and with the indication of the period of studies implementation, within 14 days from the date of admission to the studies (if applicable);
- 2) submit the decision of the Director to the University within 30 days from the date of its delivery to the Applicant (if applicable);
- 3) legalize his/her stay in the Republic of Poland and present, at the request of the Agency or the University, a document confirming the legalization of stay in the territory of the Republic of Poland;
- 4) regularly attend classes provided for in the curriculum of the preparatory course or the studies;
- 5) the realization of the research stay in accordance with the plan presented in the application;
- 6) comply with the provisions of these Regulations, the Code of Ethics, the Announcement and the Agreement as well as the rules for the implementation of the preparatory course or studies in accordance with the provisions in force at the University conducting the course or the studies;
- 7) timely submit reports;
- 8) participate in events organized by the Agency;
- 9) possess health insurance, i.e.: health insurance policy or the European Health Insurance Card for a given academic year, or
 - a) 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
 - b) confirmation that the insurer covers the costs of treatment in the territory of the Republic of Poland,and present, at the request of the Agency or the University, a document confirming the possession of the insurance;
- 10) inform the Agency about any occurrences and situations which may affect the implementation of the Programme by the Scholarship Holder, including, inter alia, obtaining a student leave.

2. Scholarship Holders applying for the full cycle of education shall be additionally required to:

² The given form of education means Studies – no matter which level is, education in doctoral schools, postgraduate studies, specialist education and other forms of education.

- 1) select studies and participate in the recruitment for the studies at the selected university;
- 2) get acquainted with the rules and schedule of the recruitment for the studies in force at the university of his/her choice and in the field of study of his/her choice, in particular checking if there are any additional examinations.

The full list of universities, fields of study, levels and forms of education and obtained professional titles is available in the Pol-on system at: www.polon.nauka.gov.pl.

Information on the fields of study (offered by Polish universities) is available at: www.studia.gov.pl;

- 3) check whether the universities operate the system of electronic registration of candidates. Applicants for studies under the Programme should register in the university's internet systems within the time limits required by the university on the terms provided for foreigners (not applicable to people with Polish citizenship or citizenship of another country), as well as on the terms of the scholarship of the NAWA Director (Scholarship Holders attending a preparatory course should take part in recruitment for studies at a selected university during the course).

In addition, the Agency informs that:

- 4) Decisions on admitting candidates to studies shall be made by the Universities;
- 5) Non-public universities shall define the financial terms of education;
- 6) The Agency shall not refund registration fees.

3. The Scholarship Holder has the right to:

- 1) receiving a scholarship in accordance with the Announcement;
- 2) change the field of study;
- 3) change the university where the Scholarship Holder plans to start studies or is studying.

	Before starting the studies	After starting the studies - prior approval from the university is required
Change of the field of studies, referred to in section 3 point 2	The change is allowed, provided that the chosen field of study meets the criteria indicated in the Announcement of the call for proposals under the Programme. The change shall not require the Agency's approval.	The applicant shall be obliged to obtain the Agency's approval to change the field of study, unless the Announcement states otherwise.
Change of the university referred to in section 3 point 3	The change is permitted as long as the selected university meets the criteria indicated in the Programme's Call for Applications. The change does not require the Agency's approval.	The applicant is required to obtain the Agency's approval for a change of university, unless otherwise indicated in the Announcement.

Decisions on the possibility of changing the university or the field of study outside relevant field of science shall be made by the Director, who may refer to the opinion of the Evaluation Team. All other changes are considered individually by the Director based on the opinion of the Evaluation Team.

VI. EVALUATION

The Scholarship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency. Participation in the evaluation shall include:

- 1) filling in the evaluation questionnaire by the Scholarship Holder regarding his/her stay at the studies under the Programme within the time limit applicable to the report for the last reporting period;
- 2) if the Scholarship Holder participates in the annual preparatory course: filling in the evaluation questionnaire by the Scholarship Holder regarding the completed course within 30 days from the end of the participation in the course;
- 3) participation in separate evaluation studies conducted by the Agency or with its consent in the period from the date of signing the Agreement until 5 years after the end of the agreement implementation.

Evaluation questionnaires mentioned in point 1 and 2 above, shall be made available to the Scholarship Holder by the Agency online, outside the System; information about the questionnaire together with the link to it shall be sent by e-mail from the address: ewaluacja@nawa.gov.pl to the e-mail address of the Scholarship Holder.

The Scholarship Holder shall be also obliged to participate in evaluation studies conducted by the Ministry of Science and Higher Education or by the Ministry of Foreign Affairs on the terms specified by the entity conducting the study in the period from the date of signing the Agreement until 5 years after the end of the Programme implementation.

VII. PERSONAL DATA PROCESSING

The Controller of personal data (within the meaning of the General Data Protection Regulation) of Experts, Guardians, Scholarship Holders, Applicants, University representatives and other persons involved in the implementation of the Programme shall be the Agency³.

The data shall be used for the following purposes:

- 1) implementation of the Programme (legal basis - Article 6 (1) (e) of GDPR - "tasks carried out in the public interest");
- 2) implementation of agreements concluded as part of the Programme (legal basis - Article 6 (1) (b) of GDPR - "performance of agreement");
- 3) fulfilment of the Agency's legal obligations related to the Programme, e.g. keeping accounting records (legal basis - Article 6 (1) (c) of GDPR - "legal obligation");
- 4) investigation or defence against possible claims related to the Programme or in connection with the need to prove certain facts which are of significant importance to the Agency in this

³ Within the scope referred to in Art. 14 of PNAAE, the Controller shall be the Director.

- regard (legal basis - Article 6 (1)(f) of GDPR) - "legitimate interest"; deadlines for pursuing claims under the agreement are specified in detail in the Polish Civil Code,
- 5) carrying out promotional activities under the Programme (legal basis - Article 6 (1) (f) of GDPR) - "legitimate interest".

The provision of the data shall be voluntary, but necessary for participation in the Programme and in the implementation of other Agency's objectives. Refusal to provide the data may result in the inability to participate in the Programme and the inability to implement other above-mentioned objectives of the Agency. The data shall not be used to make decisions based solely on the automated processing of personal data, including profiling within the meaning of art. 22 of GDPR.

The data shall be used for the period necessary to implement the above-mentioned purposes, i.e. in particular:

- 1) for the duration of the Programme,
- 2) for the period of considering the applications or until they are removed from the System by the persons submitting the application (data of persons whose applications were not approved for financing),
- 3) for the period resulting from legal provisions (data which the Agency has to store in accordance with the applicable provisions of law, e.g. accounting data),
- 4) for the period of making any other necessary settlements (data of all persons involved in the implementation of the Programme),
- 5) for the period of implementing promotional activities under the Programme.

The data subject may submit a request to the Agency for:

- 1) access to his/her personal data (information on personal data being processed and a copy of the data),
- 2) rectification of his/her data (if they are incorrect) and data transfer (in cases specified in GDPR),
- 3) deletion or limitation of the processing of his/her personal data

– on the terms set out in GDPR.

Regardless of the rights listed above, the data subject may object to the processing of his/her data at any time, if the legal basis for the use of data constitute:

- 1) legitimate interest (Article 6 (1) (f) of GDPR) or
- 2) tasks carried out in the public interest (Article 6 (1) (e) of GDPR).

The data subject shall also have the right to lodge a complaint with the Head of the Personal Data Protection Office, if it is found that the processing of personal data violates the law.

Subject to all data security guarantees, the data may be transferred - apart from persons authorized by the Controller - to other entities, including:

- 1) entities involved in the implementation of the Programme,
- 2) entities authorized to receive it in accordance with the provisions of law,
- 3) entities processing it on behalf of the Agency (e.g. technical services providers and advisory services providers) and

- 4) other controllers (e.g. notary or legal offices).

In the case of transferring personal data outside the European Economic Area, it shall be carried out in accordance with the requirements set out in Chapter V of the GDPR.

In matters related to personal data protection, please contact the Agency's Data Protection Officer (DPO): odo@nawa.gov.pl.

VIII. CHANGES TO THE REGULATIONS

The Agency reserves the right to change these Regulations. The introduced changes shall be effective from the moment of their publication.

Applications submitted before the publication of the changes to the Regulations have to be resubmitted by the Applicant if their provisions are inconsistent with the introduced changes. The Agency shall notify all Applicants who submitted their applications before the publication of the changes to the Regulations by sending information via the System or via e-mail to the Applicants' addresses.

Changes of an ordering and clarifying nature as well as those introduced in order to correct obvious mistakes in the Regulations shall not require separate notification of their introduction, subject to publication of the content of such changes.

In the event of circumstances limiting the possibility of implementing the Programme, in particular resulting from force majeure or conducting classes within the studies or the preparatory course in a remote formula, the Agency reserves the right to change the rules of the Programme and the amount of the Scholarship rates.

IX. CONTACT WITH THE AGENCY

Narodowa Agencja Wymiany Akademickiej

ul. Polna 40

00-635 Warszawa

Telephone: +48 22 390 35 00

Fax: +48 22 826 28 23

<https://nawa.gov.pl/kontakt>

X. ATTACHMENTS

- 1) The Code of Ethics NAWA
- 2) Model Agreement

Attachment 1 – The Code of Ethics NAWA

The Code of Ethics for Scholarship Holders of the Polish National Agency for Academic Exchange – students, doctoral students, participants of preparatory and summer courses**I. Introduction**

The Code of Ethics for Scholarship Holders of the Polish National Agency for Academic Exchange – students, doctoral students, participants of preparatory and summer courses, hereinafter referred to as the Code, was adopted out of concern for the good name of the Agency and the academic and scientific community, as well as to emphasize the value of the scholarship programmes offered by the Agency.

The principles of the Code are inextricably linked to generally accepted ethical and social standards, in particular those specific to the academic and scientific community.

NAWA Scholarship Holders should remember that they represent the Agency and Polish universities also outside of their studies or in the virtual space, throughout the entire period of receiving the scholarship and after its completion. Taking this into account, NAWA Scholarship Holders are obliged to behave with dignity and be a model of the rule of law, honesty and to present the highest ethical standards.

II. Principles

NAWA Scholarship Holder:

- 1) Show due respect to everyone, both in direct contact and in correspondence, online activities or telephone conversations. Observe the rules of good manners in contacts with others and take care of the culture of language, in particular avoiding profanity, disrespectful attitude or insulting the interlocutor.
- 2) Not to use or promote content, symbols or names that support aggression towards anyone.
- 3) Not to discriminate against others based on skin color, religion, nationality, political beliefs, sexual orientation or any other reason.
- 4) Refrain from seeking personal relationships with agency employees, faculty members, and other administrative staff for personal and financial gain, such as improper benefits from the Agency or university.

- 5) Refrain from other unethical behavior towards others, in particular behavior intended to harm someone, for example through threats, intimidation, harassment or any other form of violence (psychological or physical), or illegal acts.
- 6) Not to participate in or support any form of fraud, including in particular:
 - a) non-independent participation in any form of knowledge verification - especially related to studies and scholarships, for example by using the help of third parties or electronic tools,
 - b) failure to respect intellectual property rights,
 - c) falsifying documents and signatures,
 - d) abusing family and personal relationships and favoritism,
 - e) impersonating others.
- 7) Not to participate in events that are derogatory to the dignity of the Scholarship Holder and other persons or in activities that could harm the academic environment or NAWA or violate their good name.
- 8) Not to engage in any acts of vandalism.
- 9) Not to use, possess or distribute intoxicants and not to participate in classes or exams under the influence of alcohol or other intoxicants.
- 10) To take a responsible approach to the obligations arising from the studies undertaken and to the rules prevailing at the university where they study.

III. Responsibility

The Polish National Agency for Academic Exchange may decide to revoke the right to a scholarship for violating the rules described in this Code.

The Agency also reserves the right not to award a scholarship if the above rules are violated already at the stage of applying to the NAWA Program.

Attachment no.2

IDENTIFICATION CARD OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

DATA OF THE AGREEMENT			
1. Number of the decision	[number]	2. Number of the agreement	[number]
3. Start date	[date] if applicable	4. End date	[date] if applicable
DATA OF THE SCHOLARSHIP HOLDER			
5. Name and Surname of the Scholarship Holder	[full name]		
6. Citizenship	[country]		
7. Residential address	[address]		
8. ID Or Passport no.	[number]		
9. Personal id. no. [PESEL] (if applicable)	[number]		
REPORTING			
10. Report	Reporting period (if applicable)	From [date] (if applicable)	To [date]
		Academic year (if applicable)	
11. Final report	Reporting period (if applicable)	From [date] (if applicable)	To [date] (if applicable)

STATEMENT OF THE SCHOLARSHIP HOLDER

I confirm the compliance of the above data with the legal and factual state of affairs and I acknowledge that this page to the Agreement constitutes its integral part.

.....
Date

.....
signature of THE SCHOLARSHIP HOLDER

AGREEMENT NO
hereinafter referred to as „the Agreement”,

concluded In Warsaw between:

the Polish National Agency for Academic Exchange - a public legal person established on the basis of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw at: ul. Polna 40, 00-635 Warszawa, tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180, hereinafter referred to as "**the Agency**", represented for the purpose of conclusion of the Agreement by its legal representative,

and

Mr./Ms. [full name], a citizen of [name of the country], residing at ul. [address of residence - street no., city, postal code], ID card/passport no.: [number, country]/personal id. no. (PESEL): [number], hereinafter referred to as "**the Scholarship Holder**",

hereinafter referred to as „the Parties”. The

Parties agreed as follows:

§1

Subject Matter of the Agreement

1. Subject matter of the Agreement constitutes performance by the Scholarship Holder of the activity consisting in [purpose/purpose of the scholarship/preparatory course and study from the academic year.../study from the academic year.../study in the academic year/doctoral school from the academic year/research stay], hereinafter referred to as "the Scholarship", financed by the Agency in accordance with the decision of the NAWA Director no. [number] of [date] (hereinafter referred to as "the Decision"), constituting Annex no. 5 to the Agreement under the Programme [name of the programme], hereinafter referred to as "the Programme"
2. The programme shall be implemented on the terms specified by the Agreement.
3. The Director of the Agency within the implementation of the Programme granted the Scholarship Holder funds [funds in the maximum amount of ...PLN (in words)] for [participation in the preparatory course/period of studies/period of education at the doctoral school/period of a research stay] in accordance with the Announcement of the call for proposals under the Programme (hereinafter referred to as "the Announcement") constituting Annex 2 to the Agreement.
4. The Agreement shall be implemented in the period [from day... to day... / preparatory course/regulatory period from academic year.... and in the regulatory period of study/from the academic year .../r in the regulatory period of study from the academic year .../doc school training/winter semester/summer semester]/for a maximum of ... months of training/research stay in the academic year ...] from the academic year [academic year].

§2

Terms of performance of the Agreement

1. The scholarship shall be implemented in accordance with:
 - 1) the provisions of the Agreement and the Identification Card, constituting Annex no. 1 to the Agreement;
 - 2) the Announcement, followed by;
 - 3) the Regulations of the Programmes - Programmes for natural persons taking up education and research stays (hereinafter referred to as "the Regulations"), constituting Annex no. 4 to the Agreement;
 - 4) the application [**number**] for participation in the Programme, to the extent approved for implementation by the Agency in accordance with the Decision, constituting Annex 3 to the Agreement, hereinafter referred to as "the Application".
2. Statements submitted within the call for proposals under the Programme shall be binding during the performance 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, in particular such as costs of treatment not covered by insurance.

§3

Obligations of the Scholarship Holder

The Scholarship Holder shall be obliged to fulfil the obligations on the terms of the Agreement as well as the Announcement and the Regulations.

§4

Financing rules. Principles of suspending financing

1. The funds shall be disbursed on the terms of the Agreement as well as the Announcement and the Regulations.
2. The condition for the payment of funds granted under the Agreement shall be possessing by the Agency the funds allocated for the implementation of the Programme.
3. The Agency shall not be responsible for the actions or omissions of the university, in particular for any delays or failure to pay the awarded funds.

§5

Insurance

The Scholarship Holder shall be obliged to arrange for his/her insurance specified in the Announcement and the Regulations for the duration of the Agreement.

§6

Scholarship Holders' Reports

The Scholarship Holder shall be obliged to fulfil the obligations in accordance with the Agreement as well as the Announcement and the Regulations.

§7**Principles of Evaluation**

The Scholarship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency (or other authorized entities indicated in the Regulations) on the terms and conditions specified in the Agreement and in the Regulations.

§8**Terms of Agreement Termination, Force Majeure**

1. In the event of occurrence of circumstances resulting in or likely to lead to changes in the content of the Agreement or its annexes, the Scholarship Holder shall report this fact to the Agency immediately, but not later than within 7 days from the date of the occurrence, under the pain of not recognizing them as effective by the Agency.
2. The Parties shall be released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
3. Force majeure shall be considered by the Parties, in particular, as external events lying beyond the control of the Parties, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, which took place after the conclusion of the Agreement.
4. A party may invoke the occurrence of force majeure only if it immediately, but not later than within the time limit specified in point 1, informs the other Party of the occurrence of force majeure, together with the description of the situation or event, expected duration of force majeure and the description of its foreseeable consequences.
5. The parties shall be obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
6. In the event of occurrence 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 the Programme and the amount of the Scholarship rates.
7. If it is detected that the Scholarship Holder has breached the Agreement, in particular with regard to his/her obligations, the Agency may terminate the Agreement in writing, upon prior written requesting the Scholarship Holder and giving him/her an additional 14-day period for ceasing the breaches of the Agreement or removing or remedying their consequences.
8. If gross violations of the Agreement by the Grantee are found, the Agreement may be terminated by the Agency without the additional 14-day period referred to in paragraph 7.
9. The Agreement may also be terminated by the Parties by their mutual agreement in the event of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In such the case, the parties shall agree on the terms of settlement of the received funds.
10. The contract shall automatically terminate in the cases indicated in the Regulations.

§9**Principles of personal data protection, image dissemination**

1. Under the Agreement, the Scholarship Holder shall grant the Agency the consent to disseminate his/her image as well as film and promotional materials with his/her participation, recorded in connection with the implementation of the Scholarship, without any time and

- territorial restrictions.
2. The consent referred to in point 1, shall cover the use of the Scholarship Holder's image by the Agency or by other persons acting on behalf of the Agency, recording and reproducing the Scholarship Holder's image through any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the statutory objectives of the Agency.
 3. The protection of personal data shall be carried out on the terms set out in the Regulations.

§10

Final Provisions

1. The rights and obligations of the Parties 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 generally applicable provisions of law shall apply.
3. The Parties agree that the law applicable to the obligations arising under the Agreement shall be Polish law.
4. Disputes arising from the performance of the Agreement shall be settled by the common court territorially competent for the location of the registered office of the Agency.
5. The Scholarship Holder shall be obliged to notify the Agency within 7 days of any changes of the essential data included in the Agreement, including: change of name, address, e-mail address - under the pain of all activities performed by the Agency via the Agency's ICT system using outdated data being effective towards the scholarship holder.
6. The Agreement was concluded in a documentary form via the Agency's ICT system and shall enter into force upon its acceptance by the last Party.
7. Any amendments to the Agreement shall be made in writing or in a documentary form, otherwise null and void, unless the provisions of the Agreement provide otherwise.
8. Annexes to the Agreement:
 - 1) Annex no. 1 - Identification card of the Agreement with the Scholarship Holder;
 - 2) Annex no. 2 - Announcement available at: www.nawa.gov.pl;
 - 3) Annex no. 3 - Application for participation in the Programme available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>;
 - 4) Annex no. 4 - Regulations of the Programmes for natural persons taking up education and research stays in Poland, available at: www.nawa.gov.pl;
 - 5) Annex no. 5 - Decision of the Agency Director, available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>.
 - 6) Annex no. 6 – form of consent to the processing and dissemination of image.

The Agency:

The Scholarship Holder:

(Signature)

(Signature)

Warsaw, _____
(date)

(date)

Annex no. 6.

CONSENT TO THE PROCESSING AND DISSEMINATION OF THE IMAGE

granted on [date]

by you [name and surname]

to the **National Agency for Academic Exchange**, a state legal entity established under the Act of July 7, 2017 on the National Agency for Academic Exchange with its registered office in Warsaw at ul. Polna 40, 00-635 Warsaw, hereinafter referred to as the "Agency",

- 1. I consent to the free distribution of my image pursuant to Article 81(1) of the Copyright and Related Rights Act of February 4, 1994. on copyright and related rights.**
- 2. I accept that the Agency will disseminate my image:**
 - 1) for the Agency's promotional purposes, in connection with the performance of the public task imposed on the Agency,
 - 2) may occur through publication via any medium: in newspapers, magazines, reports, brochures, electronic publications, including social media and on the Agency's websites,
 - 3) free of charge, without time and territorial restrictions.
- 3. In connection with the use of my image:**
 - 1) I waive the right to control and approve each use of my image, including the right to approve the final form of materials in which my image will be used; as well as the right to always indicate me as the person shown.
 - 2) I acknowledge that my image will be publicly available to an unlimited number of people.
- 4. I acknowledge that the dissemination of the image of a public figure, if the image was taken in connection with the performance of their public (professional, social, political) functions, as well as the image of a person who is only a detail of the whole (e.g. group photos where the person's image is not the main or primary element of the photo), does not require consent, pursuant to Article 81(2) of the Act of February 4, 1994, on Copyright and Related Rights.**

Legible signature of the person giving consent

Information on the processing of personal data

1. The administrator of personal data in the form of an image is the Polish National Agency for Academic Exchange (ul. Polna 40, 00-635 Warsaw); contact with the Data Protection Officer is possible at: odo@nawa.gov.pl.
2. Image processing is based on the consent given (Article 6(1)(a) of the GDPR), which can be revoked at any time without affecting the processing that took place prior to the revocation.
3. The image will be processed for the Agency's promotional purposes; the data may also be processed in connection with the investigation or defense of claims, in connection with the legitimate interest of the Agency (Article 6(1)(f)), as well as for public information and archival purposes, in accordance with the National Archives and Archives Act (Article 6(1)(c)).

4. The image will be processed until the consent is withdrawn or up to 5 years after the promotional purposes cease to exist, for archival purposes, and in connection with the defense against claims, the image may be processed until the claims become time-barred.
5. Personal data may be made available to entities cooperating with the Agency on the basis of an appropriate data processing agreement, and also to an inorganic circle of persons who are users of the Agency's communication channels in which the image will be published.
6. The data subject has the right to: request from the Agency access to their personal data, rectification, deletion or limitation of processing, the right to object to the processing, as well as the right to request data transfer, whereby the implementation of each of the rights will be entitled in the cases and under the rules specified in art. 15-22 GDPR. The data subject also has the right to lodge a complaint with the supervisory authority.