

IDENTIFICATION CARD OF THE AGREEMENT

DETAILS OF THE AGREEMENT		
Number of the Agency's decision	[number]	
Number of the Agency's agreement	[number]	
Programme	[name]	
Starting date	[date]	
Completion date	[date]	
DETAILS OF THE BENEFICIARY		
Beneficiary	[name]	
Address	[street, building number, apartment number / place / number, postal code, place]	
NIP (Tax Identification Number)	[if applicable]	
BANK DETAILS		
Account holder	[name]	
Bank name	[name]	
IBAN (account number)	[number]	
Account currency	[currency]	
SWIFT	[if applicable]	
FINANCING		
Allocated funds	[amount]	[currency symbol]
Value of advance payment No 1	[amount]	[currency symbol]
Value of advance payment No 2	[if applicable]	[currency symbol]
Value of advance payment No 3	[if applicable]	[currency symbol]
Value of advance payment No ...	[if applicable]	[currency symbol]

STATEMENT OF THE BENEFICIARY

I confirm that the above data correspond to the factual and legal situation and I accept that this page "0" of the agreement constitutes its integral part, i.e. Attachment No 0.

.....
Place, date

.....
signature of the Beneficiary

MODEL AGREEMENT

Attachment No [] to the Regulations – Template of the Agreement

AGREEMENT NO [] / []

hereinafter referred to as the “Agreement” between:

The Polish National Agency for Academic Exchange, with its registered office in Warsaw at ul. Polna 40, 00-635 Warsaw, NIP (tax identification number): 527-282-03-69, REGON (statistical identification number): 368205180, hereinafter referred to also as the “Agency”, represented by its legal representative for the purpose of concluding this Agreement,

and

[], address: [], NIP (Tax Identification Number): [], REGON: [], hereinafter referred to as the “Beneficiary”, represented by: [] /full name- [] /function/

hereinafter jointly referred to as the “Parties”,

pursuant to the decision of the Director of the Agency No [] of [] on allocation of funds for the implementation of the Beneficiary’s project under the Programme [] (“Decision”), co-financed from the European Social Fund under the Operational Programme Knowledge, Education, Development, a non-competition project entitled [], implemented under Measure 3.3 Internationalisation of the Polish higher education, specified in the application for project co-financing No POWR.03.03.00-00-PN []/18.

the Parties hereby conclude the Agreement reading as follows:

§1

Subject of the Agreement

1. The Agreement shall specify the conditions for execution and financing, as well as conditions for the settlement of financial resources granted in accordance with the Decision on the implementation of the Project referred to in paragraph 2 under the [] Programme (hereinafter referred to as the “Programme”).
2. The subject of the Agreement is the implementation of the project entitled [] by the Beneficiary, in accordance with the Beneficiary’s application referred to in § 3(1)(3) of the Agreement, hereinafter referred to as the “Project”.
3. The Agency Director awarded funds for the Project to the Beneficiary in the maximum amount of PLN [] (say: [] złotych []/100).

§2

Project implementation period

The Project shall be implemented in the period from [] /day-month-year/ to [] /day-month-year/.

§3

Terms and conditions of the Agreement

1. The Beneficiary undertakes to implement the Agreement pursuant to:
 - 1) generally applicable laws;
 - 2) provisions of the Agreement;
 - 3) the Beneficiary's application submitted under the recruitment procedure for the Programme in the ICT system of the Agency, hereinafter referred to as the "Application", in particular the results contained therein that are to be achieved and tasks to be completed, as well as the Project schedule and budget;
 - 4) the Programme Regulations in force as at the date of conclusion of the Agreement, hereinafter referred to as the "Regulations", available on the Agency's website and constituting Attachment No [] to the Agreement;
 - 5) the Beneficiary's Manual available on the Agency's website;
 - 6) internal regulations in place at the Beneficiary, in so far as they are not in conflict with the generally applicable laws and documents listed in points 2–5 above.
2. Declarations submitted in the call for applications under the Programme shall be binding for the duration of the Agreement, under pain defined in § 11(1)(6) of the Agreement, with the reservation that, in the event the circumstances set out in the declarations change, the Beneficiary immediately informs the Agency of this fact.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties, arising from the performance of the Agreement, and in particular the Agency shall not be held liable for Beneficiary's acts and omissions.
4. The Beneficiary shall be responsible for the proper execution of the Agreement, also regarding the disbursement of the funds granted.

§4

Obligations of the Agency

Under the Agreement, the Agency shall, in particular, transfer the allocated financial resources to the Beneficiary's bank account provided in § 6(1) of the Agreement.

§5

Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular undertake the following:

- 1) properly execute the Project, i.e. all measures envisaged in the Application, including the results specified in the Application, ensure implementation of the Project by persons indicated in the Application, collect personal data of Project participants in line with the Agency's guidelines, in the scope resulting in particular from the Regulations and Attachment No [] to the Agreement – form for the participant's data for the purpose of entering data into the ICT system of the Agency to monitor project

- participants, ensure the application of the principle of equal opportunities and non-discrimination, as well as equal opportunities of women and men in line with the *Guidelines on implementation of the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equal opportunities of women and men under the EU funds for 2014-2020, available at www.power.gov.pl* and deliver a hard copy thereof to NAWA's offices;
- 2) disburse the allocated financial resources in accordance with the budget constituting an integral part of the Application taking into account the budget correction identified at the stage of issuing a decision for the Application, with eligible costs being specified in detail in the Regulations;
 - 3) settle the allocated financial resources in accordance with the Agreement;
 - 4) submit reports in accordance with § 7 of the Agreement;
 - 5) participate in Programme evaluation in accordance with § 14 of the Agreement;
 - 6) collect Statements on personal data processing from Programme participants, the model for which is provided in Attachment No [] to the Agreement, and deliver a hard copy thereof to NAWA's offices;
 - 7) enter the personal data of a Project participant in the ICT system of the Agency within 10 working days from recruiting the Project participant and signing documents referred to in point 1 and 6;
 - 8) keep documentation related to the Project in a manner and in line with the principles set out in the Regulations;
 - 9) fulfil other obligations resulting from the Agreement and documents it refers to.

§6

Rules of financing

1. The Agency shall transfer the funds granted to the Beneficiary's bank account number:
Name of the account holder: []
number []
bank name [],
as follows:
 - 1) **Advance payment** of PLN [] (say: PLN [] złotych []/100), constituting []% of the allocated funds referred to in § 1(3) of the Agreement, shall be provided within 21 working days from the day of signing the Agreement;
 - 2) **Partial payment(s)** accounting for up to []% of the allocated funds, in the amount resulting from the payment schedule, transferred within 21 working days from the date of approval of the interim report, provided that at least 80% of the funds transferred to the Beneficiary up to this point have been settled;
 - 3) **Balancing payment** – in the amount of [] (say: [] złotych []/100), i.e. not more than []% of the total financing amount, transferred within 21 working days from the day of approval of the final report.
2. Amounts referred to in paragraph 1 shall not be subject to indexation.
3. The Beneficiary shall hold a separate bank account for the funds received under the Agreement.

4. The total amount of bank interest obtained by the Beneficiary on the funds transferred by the Agency shall be returned within 30 days from the Project completion at the latest, pursuant to § 2 of the Agreement, to the bank account indicated by the Agency, unless separate provisions provide otherwise. The date of the return of interest shall be the moment when the funds are credited to the Agency's account.
5. The day on which the bank account of the Agency is debited shall be considered as the day of the funds' payment.
6. The allocated funds shall be settled according to the principles as set out in the Regulations.
7. Payment of funds shall be made subject to availability of funds on the Agency's bank account.
8. The Beneficiary shall disburse the funds received in accordance with the budget as indicated in the Application. Eligible costs have been defined in detail in the Regulations.
9. Payment of funds may be made as follows:
 - 1) in the event of mutual amounts due arising from agreements concluded between the Agency and the Beneficiary, the Agency shall be entitled to deduct them, which shall not release the Beneficiary from the obligations resulting from the Agreement;
 - 2) in other cases, the payment will be made by the Agency to the bank account provided by the Beneficiary.The Parties agree that the order in which payments are made in the forms mentioned above shall be determined as follows: first, the deduction of mutual liabilities listed in point 1 shall take place, followed by the payout referred to in point 2.
10. The Beneficiary undertakes to inform the Agency, at its request and on the date specified therein, about the amount of funds remaining on the Beneficiary's account referred to in paragraph 3, as at 31 December of a given calendar year.

§7

Reports of the Beneficiary

1. The Beneficiary shall submit the following reports via the ICT system of the Agency:
 - 1) interim reports on the progress of the Project, covering settlement periods not longer than 4 months (partial reporting period), within 10 working days from the end of the interim reporting period. However, the settlement period may be shortened, subject to NAWA's approval, which does not require an amendment to the agreement.
 - 2) final report on the Project, which shall be submitted within 30 days from the date on which the Project implementation period ended.
2. Templates for the interim report and the final report are provided as an attachment to the Agreement.
3. The Beneficiary shall not attach any source documents, however, during the verification of the Beneficiary's report, the Agency may request, for the purpose of carrying out an in-depth control, the submission of documents related to the Project's implementation, in particular financial documents and documents concerning the proceedings related to the purchase of goods and services.
4. Appropriately prepared report(s) shall be subject to verification conducted by the Agency's employees in terms of compliance of the Project's execution with the Agreement. The Agency

- may decide to submit the report(s) for evaluation by external experts appointed by the Agency Director.
5. If the Beneficiary submits an incomplete or incorrectly prepared interim or final report, the Agency shall notify its comments through the Agency's ICT system and shall request the Beneficiary to respond to these comments by clarifying or correcting the Report by the deadline set by the Agency, but not shorter than 7 days, starting from the date of adding the comments in the ICT system, in line with the principles and under the conditions specified in the Regulations.
 6. If the Beneficiary fails to respond within the deadline set by the Agency or if, despite submitting comments by the Agency three times, the Beneficiary's report does not meet the Agency's requirements and cannot be accepted, the Agency may decide to deem the Agreement not implemented in full or in part and may request the return of funds in part or in full.
 7. Within 14 days after being informed about the approval of the report, the Beneficiary is obliged to prepare and submit to the Agency an accounting note for the amount of eligible expenditure approved in a given report.
 8. Along with the final report, the Beneficiary shall transfer the products of dissemination activities generated as a result of executing the Project to the Agency.

§8

Control of the Project

1. The Beneficiary may be subject to controls and audits carried out by the Agency or a third party appointed by the Agency, in accordance with principles as set out in the Regulations.
2. The Beneficiary may be subject to controls and audits by competent administration bodies and other entities authorised on the basis of separate regulations, including the National Centre for Research and Development.
3. The Beneficiary shall ensure that the Agency and other authorised entities indicated by the Agency have access to Project documents, and in particular related financial documents.
4. Refusing or restricting the execution of supervision, controls or audits, and in particular access to the documents referred to in paragraph 3, by the Agency or other authorised entities shall provide a basis for terminating the Agreement with immediate effect.

§9

Manner and procedure for overseeing the performance of the Agreement by the Agency

1. The Agency shall supervise the appropriate execution of the Agreement.
2. The supervision shall cover in particular:
 - 1) ad-hoc supervision, in particular the Agency's right to request from the Beneficiary explanations, information, requests for any documentation related to the Project, within a period set by the Agency of not less than 7 days from the date of the request;
 - 2) evaluation of the reports;
 - 3) authorisation of the Agency Director to withhold the financing of the Project, in accordance with § 10 of the Agreement;

- 4) authorisation of the Agency Director to terminate the Agreement, in accordance with § 11 of the Agreement.
3. The Beneficiary shall immediately inform the Agency of any problems or irregularities in the execution of the Agreement that threaten or may threaten the proper performance of the Agreement.

§10

Suspension of financing

1. The Agency Director may suspend financing of the Project until clarification of doubts in the following cases:
 - 1) irregularities are found in the course of Project's implementation or other circumstances threatening its appropriate implementation;
 - 2) failure to submit at least one of the reports referred to in § 7(1) of the Agreement on time, submission of an incomplete or incorrect report, the need to submit explanations or corrections in accordance with the Regulations;
 - 3) funds are spent not in accordance with the Agreement, including with the budget constituting an integral part of the Application, or failure to achieve the planned results at a given stage of Project's implementation;
 - 4) failure to submit documents requested by the Agency by the set deadline, failure to provide explanations, and failure to submit to control activities.
2. The Agency shall send information about suspending the financing along with justification to the Beneficiary via the ICT system of the Agency.
3. During the suspension of financing, i.e. from the moment the information on the suspension of financing is entered into the ICT system of the Agency until the information on resumption of financing is placed in the same way, the Beneficiary shall not incur new liabilities from funds received under the Agreement, but may only settle those previously incurred. The funds disbursed under the Project within this period, except for the funds referred to in the preceding sentence, shall be returned to the Agency's bank account provided in the request for return.
4. If the explanations are accepted or if violations of the Agreement found by the Agency cease to exist, the Agency Director shall resume financing of the Project and inform the Beneficiary about it through the ICT system of the Agency.

§11

Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect in the following cases:
 - 1) the financing is not resumed within 2 months from the end of its cessation;
 - 2) gross violation of the provisions of the Agreement, which justifies the immediate termination of the Agreement without prior suspension of financing, in particular when a significant portion of financial resources is spent (over 50% of the allocated amount) in breach of the Agreement;

- 3) failure to submit report(s) within a specified deadline and failure to correct or complete the report in accordance with the Agreement or Regulations;
 - 4) failure to eliminate irregularities found as a result of the control by the set deadline;
 - 5) delays in Project implementation caused by the Beneficiary to the extent that, in the opinion of the Agency, it is unlikely that the Project will be completed within the deadline specified in the Agreement;
 - 6) provision of false information or a false declaration in the Application or in reports by the Beneficiary;
 - 7) refusing or restricting the execution of supervision, controls or audits, and in particular access to documents by the Agency or other authorised entities.
2. The Agency shall also be entitled to terminate the Agreement with immediate effect if, due to organisational and legal changes at the Beneficiary, its execution would be jeopardized.
 3. The Agreement may be terminated within 30 days from the date when the circumstances as specified in paragraphs 1–2 have been identified.
 4. If the event the Agreement is terminated, the Beneficiary shall return the received funds along with statutory interest as for the delay, calculated from the date of transfer of these funds to the date of their return, within 14 days from the date of termination of the Agreement.
 5. The funds returned after the deadline referred to in paragraph 3 shall incur statutory interest as for delay, with effect from the day following the date on which this deadline has expired.
 6. The Agreement may be terminated by the Parties by way of mutual agreement between the Parties where circumstances occur that prevent or may significantly impede the performance of the Agreement and which could not be foreseen at the time of concluding the Agreement.

§12

Settlement of the Agreement and return of the funds granted

1. The Agency Director shall settle the Agreement following the approval of the final report referred to in § 7 of the Agreement, consisting of a merit-based part and financial part.
2. The funds not used for the Project, resulting from the settlement of the final report, shall be returned at the Agency's request, within the deadline referred to in § 7(1) of the Agreement or another deadline set by the Agency. The unused funds returned after this deadline shall incur statutory interest as for delay, with effect from the day following the date on which the deadline for returning the funds has expired.
3. The funds used improperly shall be returned to the Agency's bank account within 14 days from the date on which their return was requested. The funds used improperly, returned after the deadline referred to in the first sentence, shall incur statutory interest as for delay, with effect from the day following the date on which the deadline has expired.

§13

Promotion

The Beneficiary is obliged to mark all the prepared works, materials and documents created under or in connection with the Project, which are made publicly available or intended for a target group, by placing on them the following elements in a visible place:

- 1) the Agency's logotype, available for download at www.nawa.gov.pl;
- 2) the European Funds sign, sign of the European Union featuring the name of the European Social Fund, available at NAWA's website: <https://nawa.gov.pl/promocja-i-targi/materialy-do-pobrania/projekt-power>;
- 3) a note reading: "The Programme is co-financed from the European Social Fund under the Operational Programme Knowledge, Education, Development, a non-competitive project entitled » [redacted] «, implemented under the Measure defined in the Application for project co-financing No POWR.03.03.00-00-PN [redacted]/18"; or
- 4) information referred to in paragraphs 1–3 in English;
- 5) in audio products, the note about financing by the Agency must be read during the recording.

§14

Evaluation

1. The Beneficiary and Project participants shall participate in the Programme's evaluation conducted by the Agency, on terms and conditions specified in point 7 of the Regulations, in particular through the following actions:
 - 1) the Beneficiary completes the evaluation survey concerning the implemented Project prepared by the Agency and made available online. The survey shall be completed within 30 days from the date of completion of the Project. The list of questions included in the survey is provided in Attachment No [redacted] to the Agreement;
 - 2) the Beneficiary and Project participant take part in separate evaluation surveys carried out or commissioned by the Agency. The Project participant may be invited to take part in the evaluation survey once during the Project implementation period. The Beneficiary may be invited to participate in the survey once during the Project implementation period and once within 3 years following the completion of the Project.
2. The Agency declares that the data obtained from the Beneficiary pursuant to paragraph 1 shall not affect the terms of payment of the funds granted.

§15

Amendments to the Agreement

1. Any amendments to the Agreement shall require an annex concluded in writing under pain of nullity, unless otherwise stated in the Agreement. The Beneficiary shall submit a written and fully justified application, specifying the proposed amendments to the Agreement.
2. The funds may be transferred between budget items of individual tasks up to 10% of the value of the budget of the cheaper task without the consent of the Agency. Transfers to budget items for which the Regulations have established limit amounts shall not be possible above this limit.
3. Increasing the budget items which were decreased as a result of an evaluation carried out by the evaluation team and specified in the decision on financing shall not be permitted.

§16 Copyright

1. The Beneficiary undertakes to conclude a separate agreement with the Agency for the transfer of copyright (a template of the agreement is provided in Attachment No [redacted] to the Agreement), including the exclusive right to grant licences to perform dependent copyright to any work generated under the Project.
2. At the same time, in the agreement referred to in paragraph 1, the Agency shall grant to the Beneficiary a free-of-charge licence for an indefinite period, without territorial restrictions, to use the above-mentioned works, in all forms of exploitation covered by the agreement referred to in paragraph 1, together with the licence to exercise the dependent copyright.
3. The agreement referred to in paragraph 1 shall be concluded at the written request of the Agency within a period indicated in this request, not shorter than 7 days after receipt of the request.
4. Failure of the Beneficiary to conclude the agreement referred to in this paragraph shall constitute a gross infringement of this Agreement, referred to in § 11(1)(2).

§17 Personal data

1. Pursuant to the Agreement on entrusting the processing of personal data in connection with implementation of the Operational Programme Knowledge, Education, Development 2014-2020 of 11 May 2015 No WER/NCBR/DO/2015, concluded between the minister competent for regional development and the National Centre for Research and Development (NCBR) and pursuant to the agreement concluded between the National Centre for Research and Development and the Agency, and in connection with Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), the Agency has been entrusted with the processing of personal data, in the name and on behalf of the minister competent for regional development.
2. The rules and the method of data processing are presented in Attachment No [redacted].

§18 Force majeure

1. The Parties shall be exempted from the liability for failure to fulfil their obligations under the Agreement for reasons of force majeure.
2. By force majeure, the Parties shall understand an event or combination of events beyond the Beneficiary's control, which prevent or seriously hinder the performance of his or her obligations resulting from the Agreement, which the Beneficiary could not have foreseen or prevent as well as overcome by acting with due diligence.
3. A Party may invoke the occurrence of force majeure only if, without delay, but no later than within 14 days, it informs the other Party of the occurrence of force majeure (and presents a

description of the situation or event), expected duration of force majeure and the estimated impact of the force majeure event.

4. The Parties shall take the necessary measures to reduce the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

§19

Final provisions

1. The Agreement shall enter into force on the day it is signed by the latter of both Parties.
2. The rights and obligations of the Parties under the Agreement shall not be transferred to any third parties.
3. All correspondence, except for the cases of using the ICT system of the Agency specified in the Agreement, bearing the number of the Agreement, relating to the execution of the Agreement, shall be handled in writing or via email.
4. Should there be any technical problems related to the operation of NAWA's ICT system, e.g. with regard to report templates, it is admissible to submit reports or requests for information outside of the ICT system in the form agreed by the two Parties.
5. In the event of a change in the data referred to in paragraph 3, the Party the change applies to shall notify the other Party of this fact within 14 days from the data change at the latest. Pending notification, correspondence sent to the existing addresses shall be considered to have been effectively delivered. A change in the address of a Party shall not require concluding an annex to the Agreement.
6. To matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code and the Regulations shall apply.
7. In the case of discrepancies or other potential doubts regarding the application of the provisions of the Agreement or its attachments, the Parties agree that Attachment No [redacted] (Rules of the call for applications) shall have the priority, then Attachment No [redacted] (Application for financing) and then the remaining attachments.
8. Any doubts arising in the course of implementing the Project and related to the interpretation of the Agreement shall be first resolved through consultations between the Parties.
9. Any disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
10. Attachments to the Agreement shall constitute an integral part of the Agreement.
11. The Agreement has been drawn up in two identical copies, one for each Party.

Attachments:

- 1) Application for financing,
- 2) Rules of the call for applications,
- 3) Template of the agreement on the transfer of copyright,
- 4) Template of the interim and final report available at www.nawa.gov.pl,
- 5) Evaluation survey available at www.nawa.gov.pl,
- 6) Form for the participant's personal data to be entered into the ICT system of the Agency for monitoring project participants available at www.nawa.gov.pl,

- 7) GDPR: declaration of a project participant available at www.nawa.gov.pl,
- 8) Template of authorisation for the processing of personal data available at www.nawa.gov.pl,
- 9) Template of authorisation for the processing of personal data available at www.nawa.gov.pl,
- 10) Template of the payment schedule,
- 11) Rules and method of personal data processing.

Agency:

_____, Warsaw
(date, place)

Beneficiary:

_____, _____
(date, place)

MODEL AGREEMENT