

Template of the agreement with Beneficiary

IDENTIFICATION CARD TO THE AGREEMENT WITH A BENEFICIARY

| CONTRACT DATA | | |
|------------------------------|--|-------------------|
| NAWA Decision number | [number] | |
| NAWA Agreement number | [number] | |
| Start date | [date] | |
| End date | [date] | |
| BENEFICIARY DATA | | |
| Beneficiary | [first name and surname] | |
| Address | [street, building no /apartment no/ postal code/city/ country] | |
| ID number or Passport number | [if applicable] | |
| PESEL | [if applicable] | |
| FINANCING | | |
| Granted funds | [amount] | [currency symbol] |

DECLARATION OF A BENEFICIARY

I confirm the compliance of these data with the actual and legal status and acknowledge that this page to the contract is its integral part.

.....

(Place, date)

.....

(Signature of the Beneficiary)

AGREEMENT NO .../...

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

The Polish National Agency for Academic Exchange established in Warsaw, ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, 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

[Name and surname], citizen of **[name]**, residing at ul. **[residence address]**, identity card / passport no.: **[number]**, hereinafter referred to as the "**Beneficiary**",

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

reading as follows:

§1

Subject of the Agreement

1. The subject of the Agreement is the Beneficiary's completion of the Ignacy Łukasiewicz Scholarship Programme – second-degree studies (hereinafter referred to as the „Programme”), co-financed by the Agency, pursuant to the decision no. [number] of [date].
2. The programme will be carried out in accordance with the rules provided for in this Agreement.
3. The programme covers the completion of the preparatory course and studies by the Beneficiary within the time period specified in the Regulations.
4. The Agency Director awarded the Beneficiary funds which are meant to allow him to complete the Programme, whose maximum amount totals PLN [amount] (say: [value] PLN .../100).
5. The funds referred to in section 4 were granted for the period of [number] months from [date] until [date], i.e.:
 - for completing the preparatory course: for the period of [number] months from [date] until [date] to the maximum amount of PLN [amount] (say: [value] PLN .../100),
 - for completing the second-degree studies: for the period of [number] months from [date] until [date] the maximum amount of PLN [amount] (say: [value] PLN .../100).

§2

Terms and conditions of the Agreement

1. The Agency and the Beneficiary undertake to execute the Agreement on the basis of:
 - 1) generally applicable provisions of the law,
 - 2) provisions of the Agreement,
 - 3) the Beneficiary's application submitted in the call for applications under the Programme,
 - 4) the Regulations of the Programme applicable as at the date of the conclusion of the Agreement.
2. Declarations submitted in the call for applications under the Programme shall be binding for the duration of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties arising from the performance of the Agreement.

§3

Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) provide the Agency with a HEI-issued certificate confirming admission to studies in a given field and indicating the studies' period, within 14 days from being admitted;
- 2) legalise their stay in Poland for a definite period of time and present, at the institution conducting the preparatory course and the HEI, a document certifying the legality of the stay by 30 November of each year;
- 3) regularly attend the classes provided for in the curriculum of the preparatory course or the studies;
- 4) observe the provisions of these Regulations and the scholarship agreement, as well as the rules governing the completion the preparatory course or studies, pursuant to the provisions in force at the centre and the HEI conducting such course or studies;

- 5) submit annual reports in a timely manner;
- 6) participate in events organised by the Agency;
- 7) participate in Programme evaluation – fill in the evaluation questionnaire and participate in other evaluation activities carried out by the Agency;
- 8) have health insurance and provide the institution conducting the preparatory course and the HEI, respectively, with a confirmation of having health insurance by 30 November of each year;
- 9) inform the Agency about any events and situations that may affect the Beneficiary's performance under the Programme, including being granted a student leave.

§4

Rules of financing. Rules for suspending financing

1. Agency Director's scholarship is granted for the duration of the preparatory course and for the regulatory period of studies, i.e. for the number of semesters indicated in the regulations applicable to given studies.
2. Agency Director's scholarship shall be paid once a month via the institution conducting the course or via the HEI.
3. The Agency's Beneficiary shall be obliged to collect a living allowance scholarship from a single source only, i.e. exclusively from the funds granted to them in view of the fact that they are Beneficiaries of the Programme. The living allowance scholarship can be collected by Beneficiaries found eligible for foreign scholarship stays under the Erasmus+ Programme or for study stays under the inter-HEI exchange organised by their home HEI. In order to keep the scholarship, the Beneficiary has to submit an application to the Agency along with appropriate justification and the opinion of HEI organising the scholarship/exchange.
4. The Agreement shall entitle the Beneficiary to the following funds:
 - 1) scholarship in the amount of PLN 1,700 (say: seventeen hundred PLN 00/100) per month of being enrolled in a preparatory course;
 - 2) scholarship in the amount of PLN 1,500 (say: fifteen hundred PLN 00/100) per month of being enrolled in second-degree studies;
 - 3) during the first year of studies, the first monthly scholarship plus PLN 500 to cover the costs of relocating to Poland – this bonus amount shall not be granted to people who were not students of second-degree studies in Poland at the time of announcing the call for applications under the Programme;
 - 4) during the last year of studies, the last monthly scholarship plus PLN 500 to cover the costs related to drafting their dissertation.
5. In the case of a documented event of force majeure, the Agency Director may, upon the Beneficiary's written request, allow a one time PLN 500 (say: five hundred PLN 00/100) increase of the scholarship paid to them in a given month, on account of the said event of force majeure. Agency shall pay out this part of the scholarship to the Beneficiary's individual account.
6. The scholarship shall be granted for the preparatory course, as well as for a single form of education and for one degree course. Beneficiaries may simultaneously undertake another form of education or a parallel degree course in a different field of study with the consent and on conditions set by HEI; however, in such a case, they shall not be entitled to receive scholarship nor additional funding from the Agency.

7. The scholarship shall be paid out for the maximum of 12 months, in a given academic year starting from the first month of classes under the preparatory course and the degree course; in the case of Beneficiaries who continue their second-degree studies started earlier in Poland – beginning from October of the year in which they have been awarded the scholarship.
8. In order to continue to receive the scholarship in the following academic year, the Beneficiary is required to submit a correct and complete report referred to in § 6(1).
9. The condition for payment of financial resources granted under the Agreement is that the Agency has the funds to implement the Ignacy Łukasiewicz Scholarship Programme – second-degree studies. The Agency shall not be held responsible for the actions or neglect of the institution conducting the course or the HEI, especially delaying or defaulting on payments of the granted funds.
10. The payout of the scholarship shall be suspended if the Beneficiary:
 - i. repeats a semester or full year of the preparatory course or studies;
 - ii. is on a student leave (or a similar justified leave of absence);
 - iii. stays outside of Poland for more than 30 days – except for making a visit with the HEI's approval, e.g. as part of the Erasmus+ Programme.Once the reasons for the suspension of the scholarship cease, the Beneficiary may submit a request the Agency, via the institution conducting the course or HEI, to reinstate the scholarship.
11. Upon the Beneficiary's request approved by the Team for Students' Programmes, the Agency Director shall establish the financial conditions applicable to education while scholarship payments are suspended, i.e. exemption from fees.

§5

Insurance

1. Beneficiaries starting their education in Poland are obliged to have health insurance.
 - 1) Beneficiaries being nationals of one of the European Union Member States shall be obliged to hold the European Health Insurance Card, provided they are insured in that Member State;
 - 2) Beneficiaries not holding the European Health Insurance Card may insure themselves voluntarily by signing an agreement with the National Health Fund.
2. By 30 November each year, the Beneficiary is obliged to submit at the institution conducting the preparatory course or the HEI, respectively, a confirmation of holding a health insurance.

§6

Reports of the Beneficiary

1. In the course of education, the Beneficiary shall be obliged to submit annual reports for the last academic year by 15 October of a given year, confirming that a given Beneficiary successfully passed the academic year and presenting their grade average. In the case of Beneficiaries beginning their studies in the summer semester of a given academic year, their first report shall be a semester report: covering the first semester of their studies.
2. The first report has to be submitted after the completion of a preparatory course; in the case of Beneficiaries continuing their second-degree studies that began prior to the call for applications

under the Programme, the report has to be submitted after the completion of the first year of studies under the Programme.

3. Beneficiaries shall be informed about the means of submitting the report via the Agency's website or by e-mail.
4. If an incorrect or incomplete report was submitted, the Beneficiary shall be obliged to correct or supplement the report within 14 days from the date of receiving the information about the need for correcting or supplementing the report.
5. Sending a correctly filled in and complete report as well as completing the preparatory course or academic year shall be the condition for commencing scholarship payments in the following academic year.
6. The Beneficiary who fails to submit the report confirming their completion of the preparatory course or the last academic year in due time shall be deprived of the right to receive scholarship from the Agency in the coming academic year. If they received the scholarship which they were not entitled to receive, the Beneficiary may be called upon to return the relevant funds.

§7

Rules of project evaluation

1. The Beneficiary shall be obliged to participate in the Programme's evaluation studies conducted or commissioned by the Agency.
2. The Beneficiary shall be obliged to complete an online evaluation questionnaire, which the Agency may conduct after the end of a given academic year, by 15 October.
3. The Beneficiary undertakes to complete an online questionnaire which the Agency may conduct within 2 years from the end of the period of receiving the scholarship, with the aim of identifying the paths of professional development and education since the end of the Programme.
4. The Agency guarantees the full confidentiality of the opinions and information provided by the Beneficiary within the framework of the evaluation of the Programme and that the data obtained from the Beneficiary within the framework of the evaluation will have no bearing on the conditions of paying the scholarship to the Beneficiary.

§8

Rules of Agreement termination, force majeure

1. The Agency may terminate the Agreement and suspend the right to collect scholarship with immediate effect if the Beneficiary:
 - 1) repeats a semester or a full year of the preparatory course or studies more than once,
 - 2) was removed from the list of course participants by the institution conducting the preparatory course or removed from the student list by the HEI,
 - 3) provided incorrect information on the basis of which funds have been granted to the Beneficiary,
 - 4) obtained a permanent residence permit or Polish citizenship over the course of their education,
 - 5) has been subject to a disciplinary penalty or convicted by a valid court judgment for an offence committed intentionally or for an intentional tax offense,

- 6) has been staying in Poland illegally or failed to present a document confirming the legality of their stay on the territory of the Republic of Poland,
 - 7) is not covered by health insurance or did not submit a document certifying that they are covered by health insurance,
 - 8) failed to submit or did not correct their annual report,
 - 9) violates the relevant provisions of the agreement or these Regulations other than those mentioned above.
2. The termination of the Agreement requires a written form under pain of nullity.
 3. Should the scholarship be withdrawn on account of the Beneficiary re-taking a year or semester more than once, the decision determining the financial conditions for allowing the Beneficiary to continue the preparatory course or studies shall be taken by the institution conducting the course or HEI. The Beneficiary may continue their education on conditions that do not entail incurring any education fees and without a scholarship from the Agency, provided that they have the consent of the relevant institution or HEI.
 4. The Parties shall be exempted from liability for failure to fulfil their obligations under the Agreement for reasons of force majeure.
 5. By force majeure, the Parties shall understand, in particular: external events beyond the control of the Parties, affecting the performance of the Agreement and being of extraordinary, unforeseeable and unavoidable nature, which occurred after the conclusion of the Agreement.
 6. A Party may invoke the occurrence of the circumstances of force majeure only if, without delay, but no later than within 3 days, it informs the other Party, via email, of the occurrence of force majeure, and presents a description of the situation or event, expected duration of force majeure and the foreseeable effects of the occurrence of force majeure.
 7. 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.

§9

Rules of personal data protection, dissemination of the image

1. The Agency shall act as the personal data controller for the Applicants, Beneficiaries and contact persons. The data will be used for:
 - carrying out the call for applications under the Programme,
 - selecting Beneficiaries and concluding scholarship agreements with them,
 - execution of concluded scholarship agreements.
2. Beneficiary's personal data may be transferred to the Agency's employees, external experts, diplomatic and consular posts, employees of institutions responsible for carrying out the preparatory course or HEI staff members for the purposes related to the implementation of the above-mentioned objectives. Personal data shall be transferred to the aforementioned persons or entities outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) in line with the standard data protection clauses adopted or approved by the European Commission. The data subject shall be entitled to receive a copy of the data transferred outside of the EEA.

3. The legal basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation (GDPR). Provision of data is voluntary, but necessary to take part in the call for applications or to sign the scholarship agreement. Refusal to provide data shall be tantamount to the rejection of the application.
4. Personal data:
 - of the Applicants — will be used for a period of 5 years from the date of announcing the results of the call for applications
 - of the Beneficiaries — will be used for a period of 5 years from the termination of the scholarship agreement
 - of the contact persons — will be used for a period of 5 years from the termination of the scholarship agreement
5. The data subjects shall be entitled to:
 - request the Agency to provide access to their personal data,
 - correct, remove or limit the use of their personal data,
 - transfer their personal data,
 - lodge a complaint with the supervisory body (President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).

- in line with the rules specified in the GDPR.
6. Contact details of the Data Protection Officer: Adam Klimowski, odo@nawa.gov.pl.

§10

Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
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 legislation in force shall apply.
3. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
4. Any amendment to the Agreement shall be null and void unless made in writing, unless the provisions of the Agreement stipulate otherwise.
5. The Agreement shall enter into force on the date on which it is signed by the latter of both Parties.
6. The Agreement has been drawn up in two identical copies, one for each Party.

Agency:

Beneficiary:

(Signature)

Warsaw, _____

(Signature)

_____, _____

(Place, date)

(Place, date)