

TERMS AND CONDITIONS OF THE IGNACY ŁUKASIEWICZ
SCHOLARSHIP PROGRAMME

Second cycle degree programmes

Warsaw, 12th of March 2018

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1. GENERAL INFORMATION ON THE IGNACY ŁUKASIEWICZ SCHOLARSHIP PROGRAMME

The Ignacy Łukasiewicz Scholarship Programme aims to support the socio-economic growth of developing countries through raising the level of knowledge and education of their citizens. It is a joint initiative of the Ministry of Foreign Affairs and the Polish National Agency for Academic Exchange (*Polish: Narodowa Agencja Wymiany Akademickiej – NAWA*) undertaken as part of the “Polish Aid” programme. The patron of the Programme is Ignacy Łukasiewicz, an outstanding Polish inventor, pharmacist, pioneer of the oil industry and the creator of the kerosene lamp.

The Programme enables:

1. Free education (exemption from tuition fees) as part of a second cycle programme of studies in Poland and during a preparatory course for undertaking study in Poland.
2. A monthly maintenance scholarship from the Polish National Agency for Academic Exchange to cover the costs of accommodation and living.

Education is provided in the following areas of study of: sciences, natural sciences, technical sciences, agricultural, forestry and veterinary sciences at higher education institutions supervised by the Ministry of Science and Higher Education (*Polish: Ministerstwo Nauki i Szkolnictwa Wyższego – MNiSW*). The Programme also grants participants the opportunity to learn the Polish language and familiarise themselves with Polish culture.

Individuals who can apply for a scholarship within the Ignacy Łukasiewicz Scholarship Programme are citizens of countries indicated by the Polish Ministry of Foreign Affairs as priority ones for the programme, namely: Angola, Chile, Colombia, Ethiopia, India, Indonesia, Kenya, Mexico, Myanmar, Nigeria, Palestine, Peru, The Republic of South Africa, The Philippines, Senegal, Tanzania and Vietnam.

Candidates independently choose a higher education institution and degree programme from among the educational offers of Polish public higher education institutions. The list of public HEIs supervised by the Minister competent for higher education is available via the link: <http://www.go-poland.pl/pl/system-szkolnictwa-wy-szego>.

Second cycle degree programmes in the field of study chosen by the scholarship holder are preceded by a preparatory course to facilitate undertaking study in Poland, which is also covered by the scholarship. The preparatory course is aimed at teaching the scholarship holders the Polish language, familiarising them with Polish culture and introducing them to subjects related to the course of their future studies.

Polish is the language of instruction, but with consent from the host HEI it is possible to study in a language other than Polish on a no-cost basis.

The scholarship from the Polish National Agency for Academic Exchange is granted for the shortest statutory period of study, i.e. the duration of a second cycle programme specified by a given HEI's senate. A second cycle programme lasts 3- 4 semesters and ends with the award of a magister (*Master's degree*) or magister inżynier (*Master of Science*) degree.

A list of areas and disciplines of study covered by the Ignacy Łukasiewicz Scholarship Programme is attached as Appendix 2 to these Terms and Conditions.

In addition, a list of fields of study, levels of study, awarded degrees, modes of study and higher education institutions offering a given degree programme is included in the Pol-on system at: www.polon.nauka.gov.pl

1.1. Basic terms and abbreviations

- **NAWA, Agency** - the Polish National Agency for Academic Exchange
- **Director** – the Director of the Polish National Agency for Academic Exchange
- **Programme** - the Ignacy Łukasiewicz Scholarship Programme
- **Applicant** - a candidate applying for a scholarship from the Polish National Agency for Academic Exchange
- **Beneficiary** – an individual in receipt of a scholarship from the Polish National Agency for Academic Exchange
- **Withdrawal of the scholarship** - withdrawal of the right to receive the scholarship by the beneficiary.

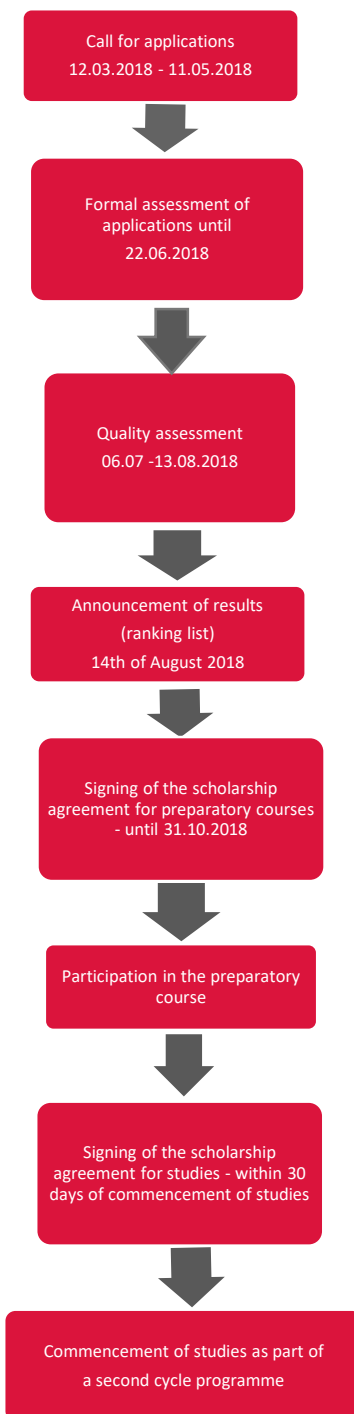


NARODOWA AGENCJA WYMIANY AKADEMICKIEJ

- **Suspension of the scholarship payment** - temporary suspension of the scholarship payment, e.g. in the case of a leave or repeating a year.
- **Reviewer** - an external expert carrying out an individual quality assessment of applications submitted as part of the call for applications for the participation in the Ignacy Łukasiewicz Scholarship Programme.
- **Agency's ICT system** - a system via which applications are submitted and assessed and the reports of beneficiaries are submitted and assessed.

2. APPLICATION PROCEDURE

2.1. Programme Schedule



2.2. Eligible applicants

Applicants who meet the criteria listed below are eligible to apply for admission to second cycle degree programmes in Poland with a scholarship from the Polish National Agency for Academic Exchange under the Ignacy Łukasiewicz Scholarship Programme:

- 1) are citizens of one of the following countries: **Angola, Chile, Colombia, Ethiopia, India, Indonesia, Kenya, Mexico, Myanmar, Nigeria, Palestine, Peru, The Republic of South Africa, The Philippines, Senegal, Tanzania and Vietnam;**
- 2) do not have a permanent residence permit in Poland;
- 3) do not hold a first cycle programme graduation diploma awarded in Poland;
- 4) do not hold a magister (*Master's*) or magister inżynier (*Master of Science*) degree;
- 5) are graduates of first cycle programmes (completed no earlier than in 2014) or students of the last year of first cycle programmes in the academic year 2017/2018 in the following areas of study: sciences, natural sciences, technical sciences, agricultural, forestry and veterinary sciences;
- 6) have a certificate confirming proficiency in English of at least B2 level. The list of recognised English language certificates is attached as Appendix 3 to these Terms and Conditions. Documents confirming the proficiency in English also include certificates, diplomas or other documents confirming the completion of a post-primary school, in which classes were taught in English.
- 7) submit a medical certificate stating lack of contraindications to take up studies in a given field (issued no earlier than on 1st of September 2017).

2.3. Application procedure

The call for applications for the Ignacy Łukasiewicz Scholarship Programme will be run from **12th of March till 11th of May 2018 at 15:00 Polish time**. Applications can only be submitted in electronic format through NAWA's ICT system, available at: www.nawa.gov.pl. Submission of applications after the expiry of the above deadline will not be possible. Submission of an application through the system results in a change of the application status to "submitted" and the applicant receives an e-mail message with the application reference number. The applicant can submit only one application for their chosen degree programme. In the case of multiple application submissions by a given candidate, only the application submitted first will be considered. Only complete applications are considered for assessment.

Submission of the application to the Programme means acceptance of the Programme's Terms and Conditions.

2.4. Formal assessment

The purpose of the formal assessment is verification of applications in terms of meeting the formal criteria set out in these Terms and Conditions.

Only complete applications will be considered. The assessment is made within 30 business days from the closing date of the call for applications. If an incomplete application is submitted, a notification from the Agency's ICT system will be issued to the applicant's e-mail address requesting completion of their application within 14 calendar days of the date the notification was issued. The notification will contain instructions indicating that lack of completion means that the application will not be considered.

Applications that do not meet the formal requirements set out in the call for applications will also not be considered.

Formal assessment of applications is made by NAWA employees.

The individual stages of formal assessment are documented in the Agency's ICT system.

After completing the formal assessment of all applications, a list of applications forwarded for quality assessment will be prepared along with a list of applications left without consideration.

Applicants are informed of the outcome of formal evaluation via the Agency's ICT system. Admission of the applicant to the quality assessment stage within the Programme requires a positive outcome of the formal assessment of the submitted application and the required attachments.

The application must contain all required attachments. Attachments in a language other than Polish must be translated into Polish or English (only sworn translations or translations authenticated by Polish diplomatic and consular posts are allowed).

List of attachments:

1. a scan of the passport (page with photo);
2. an ID photo;
3. a description of the proposed master's thesis according to the following specifications: 1.5-2 A4 pages, font 12, spacing 1.5; the required elements of the description are: a proposal for a topic, a research problem and method;
4. a copy of a first cycle programme graduation diploma and diploma supplement, or in the case of final-year students of first cycle programmes, an official document showing confirmation of the grades obtained in the last exam session, along with the planned date of graduation¹;
5. a copy of a certificate confirming proficiency in English of at least B2 level or a copy of a certificate/diploma confirming the completion of a post-primary school, in which classes were taught in English.
6. a medical certificate stating lack of contraindications to take up studies in a given field (issued no earlier than on 1st of September 2017).

2.5. Quality assessment

Only applications that pass the formal assessment are admitted to the quality assessment stage. Based on the application form and the required attachments, quality assessment of candidates for studies in Poland is carried out by reviewers selected in the following areas of study: sciences, natural sciences, technical sciences, agricultural, forestry and veterinary sciences. Each application submitted for quality assessment is assessed by one reviewer and by the Committee on Programmes for Students. In the quality assessment process, the applicant may obtain from 0 to 10 points.

The following criteria are considered in the quality assessment process:

¹ Candidates who graduate in the academic year 2017/2018 will be obliged to upload to the NAWA's ICT system a copy of a first cycle programme graduation diploma by 31 July 2018 at the latest.

Item No.	Description of the criterion	Evaluating body	Points awarded
1.	Correspondence of the topic and concept of master's thesis with the areas of study covered by the Programme	Reviewer	0-1
2.	Research plan and description of research method	Reviewer	0-5
3.	The innovative nature of the proposed thesis	Reviewer	0-1
4.	Feasibility of project implementation at a selected higher education institution	Reviewer	0-1
5.	Overall assessment of the application	Committee on Programmes for Students	0-2
Total:			0-10

In order to obtain a positive quality assessment outcome, the applicant must receive a total of at least 4 points, including no less than 2 points for criterion No. 2 - Research plan and description of research method.

Ranking list and selection decision:

The Committee on Programmes for Students, based on the reviewers' assessment and its own assessment, prepares a ranking list of applications and submits it to the NAWA Director.

The ranking list includes:

- applicants who have received a positive quality assessment, recommended for funding;
- applicants on the reserve list - with a positive quality assessment, who will receive funding if no agreement is signed by another applicant who has been qualified for funding;
- applicants not qualified due to negative quality assessment.

Candidates will be notified of the results of the quality assessment and the decision on granting or refusing to grant a NAWA scholarship for studies in Poland. This will be done electronically via the NAWA ICT system. The list of applicants who were granted funding will be placed in the NAWA Public Information Bulletin. Information on the results will also be received by diplomatic and consular posts competent for the place of permanent residence of the candidate in the country of origin.

The Director of the Polish National Agency for Academic Exchange issues a decision on granting or not granting funding to applicants and directs scholarship holders to a preparatory course.

The beneficiary signs the first Agreement with NAWA regarding participation in the preparatory course. The applicant, after signing the Agreement with NAWA, obtains the status of a beneficiary of the Programme.

Persons who have completed the preparatory course are directed by the NAWA Director's decision to study at a selected higher education institution.

An applicant who was awarded a NAWA scholarship and who was admitted by the higher education institution to the second cycle programme signs a subsequent Agreement with the Polish National Agency for Academic Exchange.

If the given applicant selected during the application procedure does not sign an Agreement with NAWA, financing may be awarded to an applicant who has received a positive substantive assessment and was placed on the reserve list. In such an instance, financing is offered to consecutive applicants from the reserve list, taking into account the score they obtained during the course of the quality assessment.

Persons qualified for education in Poland are obligated to complete all the formalities required by the higher education institution in order to commence their studies.

Higher education institutions in Poland have a system of electronic registration of candidates in place. Persons taking a preparatory course must register with the HEI's online systems on the dates required by the HEI, in accordance with the rules provided for foreigners, under the terms of the NAWA scholarship, for the duration of the course. **Final decisions on the admission of candidates is made by the higher education institutions.**

3. INFORMATION ON THE APPEALS PROCEDURE

In the event of formal contraventions when awarding funds, the applicant may make a formal request to the Director for reconsideration of the case. A formal request for reconsideration may include reservations only as to formal issues in the process of awarding funds, and not to the merits of a quality assessment carried out on the basis of the Terms and Conditions.

Submitting a formal request for any other reasons will result in the adoption of a decision stating the inadmissibility of the request.

The formal request for reconsideration of a case should be submitted to the NAWA Director 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, Poland or electronically via the NAWA ICT system.

When considering a formal request for reconsideration, the persons who participated in the initial assessment are not involved. The NAWA Director may also use external experts.

4. RIGHTS AND OBLIGATIONS OF THE BENEFICIARY OF THE IGNACY ŁUKASIEWICZ SCHOLARSHIP PROGRAMME

1. The NAWA scholarship holder (beneficiary) is obliged to legalise their residence in the territory of the Republic of Poland for a definite period. Appropriate organisational units in higher education institutions can provide information and help with the formalities. The beneficiary is obliged to provide NAWA with confirmation of legalisation of residency in the territory of the Republic of Poland by the 30th of November each year.
2. Persons who start education in Poland are obliged to have health insurance. Beneficiaries can insure themselves voluntarily by entering into an agreement with the National Health Fund.
The beneficiary is obliged to provide the HEI with confirmation of health insurance by the 30th of November each year.
3. The beneficiary is obliged to regularly attend the classes provided for them in the timetable of the preparatory course and studies.
4. If the degree programme chosen by the scholarship holder commences in the summer semester and is conducted in Polish, then, after completing two semesters of the preparatory course, the scholarship holder may apply for an additional semester of participation in the course (the winter semester in the academic year of the commencement of the relevant course of study).
5. A student who has obtained the HEI's consent for completing unpaid studies in a language other than Polish is obliged to inform the centre conducting the preparatory course and NAWA about this fact. If these studies commence in the summer semester of the academic year during which the beneficiary started the preparatory course, then they may participate in one semester of the

preparatory course, and after its completion the NAWA Director will direct the scholarship holder to the first semester of study at a selected higher education institution in Poland. If the studies commence in the winter semester, the beneficiary participates in two semesters of the preparatory course, regardless of the language in which the studies will be conducted.

6. Throughout the cycle of study, the beneficiary is obliged to submit annual reports (by the 15th of October) – containing information confirming successful completion of the prior academic year and the average grade obtained during that year. The report is submitted via the NAWA ICT system. Submission of the report and successful completion of the academic year are conditions for releasing the scholarship payment in the next academic year.
7. During the studies carried out under NAWA scholarship conditions, the beneficiary should participate in events organised by the Polish National Agency for Academic Exchange.
8. The scholarship holder is obliged to participate in the evaluation of the Programme - i.e. fill out the evaluation questionnaire at the end of each academic year and participate in other evaluation activities carried out by NAWA, in accordance with Section 8 (Evaluation) of the Terms and Conditions.
9. The beneficiary has the right to change the field of study via the following procedure:
 - 1) During the preparatory course, in order to change the field of study for which the scholarship was granted, the beneficiary is required to submit to NAWA a formal request together with a written statement justifying the grounds for the request, and an opinion from the School of Polish to which the person was referred. A change in the field of study is possible within the same discipline (as specified in the Regulation of the Minister of Science and Higher Education of 8 August 2011 on the areas of knowledge, fields of science and arts and scientific and artistic disciplines (*Polish: Rozporządzenie Ministra Nauki i Szkolnictwa Wyższego z dnia 8 sierpnia 2011 r. w sprawie obszarów wiedzy, dziedzin nauki i sztuki oraz dyscyplin naukowych i artystycznych*)).
 - 2) During the cycle of studies, in order to change the field of study for which the scholarship was granted, the beneficiary is required to submit to NAWA a formal request together with a written statement justifying the grounds for the request and an opinion from the higher education institution in which the studies take place. A change in the field of study is possible within the same discipline (as specified in the

Regulation of the Minister of Science and Higher Education of 8 August 2011 on the areas of knowledge, fields of science and arts and scientific and artistic disciplines (*Polish: Rozporządzenie Ministra Nauki i Szkolnictwa Wyższego z dnia 8 sierpnia 2011 r. w sprawie obszarów wiedzy, dziedzin nauki i sztuki oraz dyscyplin naukowych i artystycznych*)).

10. The beneficiary has the right to change the higher education institution in which they study. In order to change the higher education institution in which the beneficiary studies under the NAWA scholarship, the beneficiary is required to submit to NAWA a formal request together with a written statement justifying the grounds for the request and the consent of the chosen host HEI, as well as consent from the HEI in which the student intends to discontinue education. A higher education institution change will only allow for the continuation of education, not the start of a new course of study at another HEI.

5. PRINCIPLES OF PAYMENTS OF NAWA SCHOLARSHIP UNDER THE IGNACY ŁUKASIEWICZ SCHOLARSHIP PROGRAMME

1. A NAWA scholarship holder is obliged to obtain a maintenance grant from one source only, i.e. only under the funds granted to a beneficiary of the Ignacy Łukasiewicz Scholarship Programme (this does not apply to persons qualified for foreign scholarship stays under the Erasmus + Programme).
2. The scholarship of the Polish National Agency for Academic Exchange is granted for the shortest statutory period of study, i.e. the duration of a second cycle programme specified by a given HEI's senate. A second cycle programme lasts 3-4 semesters and ends with the award of a magister (*Master's degree*) or magister inżynier (*Master of Science*) degree.
3. The NAWA scholarship is paid once a month through the higher education institution.
4. The scholarship rate is PLN 1500 per month for second cycle programme students and for participants of the preparatory course for learning in Poland.
5. During the course of education, beneficiaries shall also receive:
 - 1) in the first year of studies, the first monthly scholarship is increased by PLN 500 to cover the costs of starting out in Poland.
 - 2) in the last year of studies, the last monthly scholarship is increased by PLN 500 to cover the costs of the thesis.

6. In the event of a documented unforeseen circumstance, the NAWA Director may, at the written request of the Scholarship Holder, increase the monthly scholarship paid out to him/her by PLN 500 on account of such an unforeseen circumstance.
7. The scholarship is awarded for one mode of study and one field of study only. The scholarship holder may take up another mode of study or another degree programme upon the consent and under conditions specified by the higher education institution. However, such an additional mode and field of study will not be financed by NAWA.
8. The scholarship is paid for a maximum of 12 months in the academic year, starting from the month in which the course commences.
9. The scholarship payment is suspended if the scholarship holder is on student leave.
10. If the scholarship holder is granted student leave, they are obligated to inform the Programme Coordinator at NAWA of this fact via email, within 14 days of the student leave being granted.
11. The scholarship is not paid during periods when the beneficiary remains outside of the Republic of Poland for more than 30 days, unless the beneficiary is participating in a foreign trip to which they have been directed by the higher education institution (e.g. Erasmus+ scholarship), in which case the scholarship payment is maintained.
12. The scholarship is withdrawn if the scholarship holder:
 - 1) has been removed from the student list;
 - 2) provided false information on the basis of which they were granted a scholarship;
 - 3) repeats a semester or a year of study;
 - 4) has been punished on disciplinary grounds or has been the subject of a conviction by final judgment for an intentional act or for an intentional tax offence;
 - 5) stays illegally in the territory of The Republic of Poland;
 - 6) does not have health insurance;
 - 7) did not submit an annual report in the NAWA ICT system;
 - 8) breaches other than the above-mentioned essential provisions of the Terms and Conditions or provisions of the Agreement.
13. In the case of scholarship withdrawal due to the repetition of a semester or a year of study, the beneficiary may apply to NAWA for the possibility to continue education without having to pay tuition fees, if the HEI agrees to waive the tuition fees.

14. If during a cycle of study under the terms of the NAWA scholarship a student is granted a permanent residence permit in Poland or Polish citizenship, they can complete studies under unchanged terms. As part of the Ignacy Łukasiewicz Scholarship Programme, beneficiaries are not entitled to any additional funding, other than this mentioned above.

6. AGREEMENT

The first Agreement is concluded between the Polish National Agency for Academic Exchange and the beneficiary, through the higher education institution, not later than the 31st of October of the year in which the beneficiary begins the preparatory course. The subsequent Agreement is signed within 30 days from the commencement date of the relevant course of study.

The beneficiary signs the Agreement in two copies. The higher education institution sends the signed copies of the Agreement to the Polish National Agency for Academic Exchange.

The Agreement template is attached as Appendix 1 to the Terms and Conditions.

7. REPORTING

Throughout the cycle of study, NAWA scholarship holders are required to submit annual partial reports (by the 15th of October) through the NAWA ICT system with information on the completion of an academic year and the average grade obtained. The first report should be submitted after completing the preparatory course.

If a submitted annual report is incorrectly prepared or incomplete, the beneficiary is obliged to correct or supplement the report within 14 days from the date they received information regarding the need to correct or supplement the report via the NAWA ICT system.

Submission of the report and successful completion of the academic year are conditions for releasing the scholarship payment in the next academic year.

A beneficiary who does not submit a report confirming successful completion of the previous academic year by the 30th of November of a given year will lose the right to collect NAWA scholarship in the current academic year.

Scholarship holders of the Ignacy Łukasiewicz Scholarship Programme who have been awarded the degree of magister (*Master's*) or magister inżynier (*Master of Science*) are obliged to send to NAWA information confirming such a fact and enclose a copy of the diploma. A copy of the diploma should be sent electronically to the NAWA programme coordinator within 14 days of the date of the diploma being awarded.

8. EVALUATION

Scholarship holders are required to participate in the evaluation of the Programme carried out by NAWA. Participation in the evaluation includes, firstly, sending a completed evaluation questionnaire once a year regarding the opinion of the scholarship holder on various aspects of the previous academic year. The questionnaire is submitted after the end of each academic year, by the 15th of October, along with the report referred to in Section 7 (Reporting) of the Terms and Conditions. Submitting the questionnaire is a condition for releasing the scholarship payment in the next academic year. Secondly, participation in the evaluation also includes taking part in separate evaluation studies conducted at NAWA's request, in accordance with the adopted research methodology. It is assumed that during the course of studies, the scholarship holder is obliged to take part in the evaluation study up to two times. Thirdly, two years after the beneficiary stops receiving the scholarship, NAWA will conduct an online survey among all graduates of the Programme, aimed at recognising the paths of professional development and education from the moment of completing participation in the Programme.

NAWA guarantees full confidentiality of opinions and information provided by the scholarship holder as part of the Programme evaluation and guarantees that the data obtained from the scholarship holder as part of the evaluation will have no impact on the terms of payment of the scholarship awarded to them.

9. AMENDMENTS AND CANCELLATION

NAWA reserves the right to amend the Terms and Conditions during the call for applications period, excluding amendments resulting in unequal treatment of applicants, unless the necessity to introduce such amendments results from the provisions of generally applicable law. The introduced amendments are effective from the moment they are published, in a manner consistent with the announcement of the call for applications. If the application submitted before the amendments does not meet the

requirements resulting from them, the applicant is obligated to resubmit the application or to supplement it.

NAWA reserves the right to cancel the call for applications, in particular in the event of significant changes to legal provisions affecting the terms of the call for applications, force majeure events, in cases of risk of inefficient expenditure of funds earmarked for the call for applications and in other justified cases.

10. PERSONAL DATA PROTECTION

The administrator of the personal data of applicants, beneficiaries and contact persons is NAWA. The personal data will be used for:

- conducting the call for applications to the Programme,
- selecting beneficiaries and concluding scholarship agreements with them,
- implementing scholarship agreements,
- sending invitations, including invitations to participate in the evaluation.

Personal data may be shared with NAWA employees, higher education institutions, external experts, members of the Department of Programmes for Students or employees of diplomatic and consular posts, in connection with the implementation of the above objectives.

The transfer of personal data to diplomatic and consular posts located outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) will take place on the basis of standard data protection clauses adopted or approved by the European Commission. The individual whom the personal data relates to has the right to obtain a copy of the data provided to the parties mentioned above.

The legal basis for the processing of personal data is Article 6 (1b) of the General Data Protection Regulation (GDPR). The transfer of data is voluntary, but necessary for taking part in the call for applications or signing scholarship agreements. Refusal of transfer of data results in the application being left without consideration.

Personal data of:

- the applicants - will be processed for up to two years after the call for applications;

- the beneficiaries - will be processed for up to 25 years after the end of the Programme;
- the contact persons - will be processed for the duration of the Programme.

The individual whom the personal data relates to has the right to:

- request access to their personal data from NAWA;
- rectification, deletion or limitation of the use of their personal data;
- object to the use of their personal data;
- transfer their personal data;
- lodge a complaint to the supervisory body – The Inspector General for Personal Data Protection (Generalny Inspektor Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa).

Contact details of the data protection officer: odo@nawa.gov.pl.

11. APPENDICES

Appendix 1 – Agreement between NAWA and the Beneficiary

Appendix 2 - List of areas and disciplines of study covered by the Ignacy Łukasiewicz Scholarship Programme

Appendix 3 - List of recognised English language certificates

APPENDIX 1.

AGREEMENT No. .../...

Concluded on ... in Warsaw (hereinafter referred to as "the Agreement"), by and between:

The Polish National Agency for Academic Exchange with its registered office in Warsaw, address: ul. Polna 40, 00-635 Warsaw, NIP: 5272820369, REGON: 368205180, hereinafter referred to as the "**Agency**", represented by:

Mr Łukasz Wojdyga – the Director,

and

Mr/Ms ... [address of residence ...], holding an ID no. ..., issued by ... valid until ..., hereinafter referred to as the "**Beneficiary**",

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

Whereas, in connection with the decision of the Director of the Agency of ... on the allocation of funds under the Ignacy Łukasiewicz Scholarship Programme for a preparatory course for studies in Poland/ second cycle degree programme (hereinafter the "Decision")²,

the Parties hereto agree as follows:

Article 1

General information

1. The Agreement sets out the conditions for the implementation, financing and settlement of the funds allocated under the Ignacy Łukasiewicz Scholarship Programme for a preparatory course for undertaking studies in Poland / a second cycle degree programme (hereinafter referred to as "the Programme") granted to the Beneficiary by the Decision.
2. The Beneficiary has been admitted to the second cycle programme in the area of study: sciences, natural sciences, technical sciences, agricultural, forestry and veterinary sciences³ (hereinafter

² One mode of study under the scholarship programme should be selected (delete as appropriate).

³ One area of science should be chosen (delete as appropriate).

referred to as "Studies"), by the higher education institution: ... / name / address / (hereinafter referred to as the "Higher Education Institution"), starting from ... until The Beneficiary has been admitted to the preparatory course for undertaking studies in Poland for a period of 9 months, starting from 01/10/2018 to 30/06/2019.

Article 2

Performance of the Agreement

1. The Agency and the Beneficiary undertake to perform the Agreement based on:
 - 1) generally applicable laws,
 - 2) provisions of the Agreement,
 - 3) the Beneficiary's application submitted in the call for applications to the Programme, hereinafter referred to as the "Application"
 - 4) Programme Terms and Conditions valid as at the date of conclusion of the Agreement, i.e. a document dated ..., hereinafter referred to as the "Terms and Conditions",
 - 5) internal regulations in force at the Agency and at the Higher Education Institution, unless they are contrary to generally applicable laws and documents mentioned in points 2 - 4 above.
2. Statements made during the call for applications stage shall be binding during the term 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.

Article 3

Obligations of the Agency

Under the Agreement, the Agency undertakes to:

- 1) supervise the performance of the Agreement,
- 2) ensure timely payment of funds under the Agreement, subject to Article 8.5.

Article 4

Obligations of the Beneficiary

Under the Agreement, the Beneficiary undertakes, in particular, to:

- 1) legalise their residence in the territory of the Republic of Poland for a definite period,
- 2) provide the Higher Education Institution with confirmation of the legalisation of their residency in the territory of the Republic of Poland by the 30th of November each year,
- 3) regularly attend the classes provided for in the timetable of the preparatory course and Studies.
- 4) comply with all regulations in force at the Higher Education Institution, including the rules of the preparatory course and the Rules of Study,
- 5) participate in events organised by the Agency,
- 6) submitting reports, in accordance with Article 5,
- 7) have health insurance, in accordance with Article 6,
- 8) participate in the evaluation of the Programme, in accordance with Article 7.

Article 5

Beneficiary reports

1. Throughout the cycle of study and the preparatory course, the Beneficiary is obligated to submit annual partial reports with information on completing each academic year and the average grade obtained (hereinafter referred to as "Report")
2. The Report should be submitted via the Agency's ICT system, by the 15th of October each year. The Beneficiary is required to submit the first Report in accordance with each given agreement after completing the preparatory course and the first year of studies respectively.
3. If a submitted annual Report is incorrectly prepared or incomplete, the Beneficiary is obliged to correct or supplement the Report within 14 days from the date they received information regarding the need to correct or supplement the Report via the Agency's ICT system.
4. Submission of the correct and complete Report is one of the conditions for releasing the scholarship payment, as referred to in Article 8.1(1) in the next academic year.
5. A Beneficiary who, by the 30th of November of a given year, does not submit a Report confirming successful completion of the previous academic year will lose the right to collect their scholarship as referred to in Article 8.1(1).
6. The Beneficiary, after completing their studies, is required to submit a final report with information regarding graduation and final grade obtained within 14 days of the date of graduation.

Article 6

Health Insurance

1. The Beneficiary commencing education in Poland is obliged to have health insurance.
2. The Beneficiary is obliged to provide the Higher Education Institution with confirmation of having health insurance by the 30th of November each year.

Article 7

Evaluation

1. The Beneficiary is obliged to participate in the Programme's evaluation conducted by the Agency by completing an online evaluation survey once a year, by the 15th of October.
2. The Beneficiary also undertakes to complete an online survey, which the Agency will conduct within approx. 2 years after the time the Beneficiary stops receiving the scholarship referred to in Article 8.1(1), aimed at recognising the paths of professional development and education from the moment of completing participation in the Programme.
3. The Beneficiary, as part of the Programme evaluation, is also obliged to take part in other evaluation studies conducted at the Agency's request, in accordance with the Terms and Conditions.
4. The Agency guarantees confidentiality of opinions and information provided by the Beneficiary in accordance with Article 7.1-3 and declares that the data obtained from the Beneficiary does not affect the terms of payment of the funds granted.

Article 8

Principles of funding

1. Under the Agreement, throughout the course of the Studies, the Beneficiary is entitled to the following financial resources:
 - 1) scholarship granted for the period of the preparatory course / Studies, amounting to PLN 1,500 (say: one thousand and five hundred zlotys 00/100) per month (hereinafter "Scholarship").
 - 2) in the first year of studies, the first monthly Scholarship is increased by PLN 500 (say: five hundred zlotys 00/100), intended to cover the costs of starting out in Poland.
 - 3) in the last year of studies, the last monthly Scholarship is increased by PLN 500 (say: five hundred zlotys 00/100), intended to cover the costs of the thesis.

2. In the event of a documented unforeseen circumstance, the NAWA Director may, at the written request of the Beneficiary, increase the Scholarship paid out to the Beneficiary in a given month by PLN 500 (say: five hundred zlotys 00/100) on account of such an unforeseen circumstance.
3. The Scholarship is paid for a maximum period of 12 months in a given academic year. The Scholarship is paid through the Higher Education Institution.
4. Payment of the Scholarship in the following academic year is subject to submission of the correct and complete Report referred to in Article 5.1
5. Funds awarded under the Agreement will be released provided that the Agency avails of funds earmarked for carrying out the Ignacy Łukasiewicz Scholarship Programme. The Agency cannot be held liable for acts or omissions of the Higher Education Institution, in particular for delays or lack of payment of the awarded funds.

Article 9

Manner and mode of supervision of performance of the Agreement

1. The Agency supervises the due performance of the Agreement by the Beneficiary.
2. The supervision shall cover in particular:
 - 1) supervision in an ad hoc mode, including the possibility of directing inquiries to the Higher Education Institution,
 - 2) evaluation of the Reports,
 - 3) authorisation of the Director of the Agency to withhold the Scholarship, in accordance with Article 10 of the Agreement,
 - 4) authorisation of the Director of the Agency to withdraw the granted Scholarship, which means the termination of the Agreement, in accordance with Article 11 of the Agreement.
3. The Beneficiary is obliged to immediately inform the Agency regarding any problems in the performance of the Agreement, in particular regarding those problems that threaten or may threaten the due performance of the Agreement.
4. The Beneficiary is obliged to provide the Agency with information regarding the performance of the Agreement without any delay.

Article 10

Suspending the scholarship payment

1. The Scholarship payment is suspended if:
 - 1) the Beneficiary is on student leave (or an excusable break of a similar nature),
 - 2) The Beneficiary remains outside the Republic of Poland for more than 30 days, unless the Beneficiary is participating in a foreign trip, to which they have been directed by the higher education institution, e.g. Erasmus + programme.
2. The Beneficiary is obliged to inform the Agency about being granted student leave in writing, within 14 days of the student leave being granted.
3. After the cause for suspension of the Scholarship ceases to exist, the Beneficiary applies to the Agency via the Higher Education Institution for the restoration of the Scholarship.

Article 11

Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect in the event that the Beneficiary:
 - 1) provides false information on the basis of which they were granted funding,
 - 2) repeats a semester or a year of Study,
 - 3) is removed by the Higher Education Institution from the student list,
 - 4) is punished on disciplinary grounds or has been the subject of a conviction by final judgment for an intentional act or for an intentional tax offence,
 - 5) stays illegally in the territory of the Republic of Poland or did not submit the confirmation of legalisation of residency in the territory of the Republic of Poland in accordance with Article 4.2,
 - 6) does not have health insurance,
 - 7) did not submit or did not correct/ supplement the Report,
 - 8) breaches other terms and conditions of the Agreement than these mentioned above or the Terms and Conditions of the Programme.
2. The termination of the Agreement must be made in writing, otherwise it will be deemed invalid.

Article 12

Force majeure

1. The Parties are released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. By force majeure, the Parties understand in particular external events independent of the Parties, affecting the performance of the Agreement, of an extraordinary nature, impossible to foresee and avoid, which occurred after the conclusion of the Agreement.
3. A Party may only invoke force majeure if they promptly inform the other Party of the occurrence of force majeure via e-mail, not later than within three days of its occurrence, together with a description of the situation or incident, the expected duration of force majeure and the foreseeable implications of force majeure.
4. The Parties are obliged to take the necessary measures to limit damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

Article 13

Image consent

1. Under the Agreement, the Beneficiary grants consent to the Agency for the multiply use of their image fixed in photographs, as well as video and promotional materials featuring their participation, without any time or territorial restrictions, which may be produced in connection with the implementation of the Programme.
2. The consent referred to in paragraph 1 of this Article, includes using the image of the Beneficiary by the Agency or by other persons acting on behalf of the Agency, fixing and reproducing the image of the Beneficiary through any medium, in particular publication in newspapers, magazines, reports, brochures, publications on the Internet, including 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.

Article 14

Personal data

1. The administrator of the Beneficiary's personal data is the Agency. The personal data will be used to implement this Agreement and meet the obligations of the Agency and the Beneficiary resulting from it.
2. The Beneficiary's personal data may be shared with the Agency employees, external experts or employees of higher education institutions, in connection with the implementation of the objectives specified in Article 14.1. The transfer of personal data to the higher education institutions located outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) will take place on the basis of standard data protection clauses adopted or approved by the European Commission. The individual whom the personal data relates to has the right to obtain a copy of the data provided to the higher education institutions.
3. The legal basis for the processing of personal data is Article 6 (1b) of the General Data Protection Regulation (GDPR). The transfer of data is voluntary but necessary for conclusion of this Agreement. Refusal to provide data means that the Agreement cannot be signed.
4. The Beneficiary's personal data will be used for a period of 25 years following on from the end of the Agreement.
5. The Beneficiary has a right to:
 - 1) request access to their personal data from the Agency,
 - 2) rectification, deletion or limitation of the use of their personal data,
 - 3) object to the use of their personal data,
 - 4) transfer their personal data,
 - 5) lodge a complaint to the supervisory body – The Inspector General for Personal Data Protection (Generalny Inspektor Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa).
6. In the scope of implementing the Beneficiary's rights and formal requests regarding personal data, the data protection officer is the appropriate contact person: odo@nawa.gov.pl.

Article 15

Miscellaneous provisions

1. Rights and obligations of the Parties under the Agreement cannot be transferred to third parties.

2. In matters not covered by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange (*Polish: Ustawa o Narodowej Agencji Wymiany Akademickiej*), the Civil Code, other applicable regulations and the Programme Terms and Conditions shall apply.
3. Disputes resulting from the Agreement will be solved by a court with local jurisdiction over the Agency' seat.
4. The Beneficiary is entitled to change the field of study in the manner and in accordance with the terms set out in the Terms and Conditions.
5. Any amendments of the Agreement must be made in writing, otherwise they shall be deemed invalid, unless the provisions of the Agreement state otherwise.
6. The Agreement has been drawn up in two language versions, Polish and English. In the event of a discrepancy between the translation of the Agreement into English and the original text of the Agreement in Polish, the version in Polish is binding.
7. The Agreement has been drawn up in ... identical copies, ... for each of the Parties.

The Agency

The Beneficiary

APPENDIX 2.

LIST OF THE AREAS OF ACADEMIC STUDY AND ACADEMIC DISCIPLINES COVERED BY IGNACY LUKASIEWICZ SCHOLARSHIP PROGRAMME

(Legal basis: Regulation of the Minister of Science and Higher Education of 8 August 2011 on the areas of knowledge, fields of science and art, and scientific and artistic disciplines).

NO.	AREAS OF ACADEMIC STUDY	ACADEMIC DISCIPLINES COVERED	FIELDS OF STUDY IN THE ARTS AND SCIENCES
1	2	3	4
1	area of sciences	field of mathematical sciences	1) mathematics 2) information technology
		field of physical sciences	3) astronomy 4) biophysics 5) physics 6) geophysics
		field of chemical sciences	7) biochemistry 8) biotechnology 9) chemistry 10) environmental protection 11) chemical technology
2	area of natural sciences	field of biological sciences	12) biochemistry 13) biophysics 14) biology 15) biotechnology 16) ecology 17) microbiology 18) environmental protection
		field of earth sciences	19) geophysics 20) geography 21) geology 22) oceanography

3	area of technical sciences	field of technical sciences	23) architecture and urban planning 24) automatics and robotics 25) biocybernetics and biomedical engineering 26) biotechnology 27) construction and machine operation 28) construction 29) electronics 30) electrical engineering 31) power engineering 32) geodesy and cartography 33) mining and geological engineering 34) information technology
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APPENDIX 3.

List of recognised English language certificates (of at least B2 level)

ENGLISH LANGUAGE PROFICIENCY

List of certificate confirming knowledge of English language at least on level B2 from listed institutions/examination boards:

University of Cambridge ESOL Examinations, British Council, IDP IELTS Australia in particular Certificates:

- International English Language Testing System (Academic) IELTS — at least 6 points.

Certificates issued by institutions affiliated the Association of Language Testers in Europe (ALTE) - levels of ALTE Level 3 (B2), ALTE Level 4 (C1), ALTE Level 5 (C2), in particular Certificates:

- First Certificate in English (FCE)
- Certificate in Advanced English (CAE)
- Certificate of Proficiency in English (CPE)
- Business English Certificate (BEC) Vantage — at least Pass
- Business English Certificate (BEC) Higher
- Certificate in English for International Business and Trade (CEIBT)

Educational Testing Service (ETS) — in particular Certificates:

- Test of English as a Foreign Language (TOEFL iBT) — at least 87 points in Internet-Based Test (iBT)
- Test of English as a Foreign Language (TOEFL CBT) — at least 180 points in Computer-Based Test (CBT), supplemented by at least 50 points from Test of Spoken English (TSE)
- Test of English as a Foreign Language (TOEFL PBT) — at least 510 points in Paper-Based Test (PBT) supplemented by at least 3,5 points from Test of Written English (TWE) and supplemented by at least 50 points from Test of Spoken English (TSE)
- Test of English for International Communication (TOEIC) — supplemented by at least 700 points
- European Consortium for the Certificate of Attainment in Modern Languages (ECL)

City & Guilds, City & Guilds Pitman Qualifications, Pitman Qualifications Institute:

- English for Speakers of Other Languages (ESOL) — First Class Pass at Intermediate Level, Higher Intermediate Level, Advanced Level
- International English for Speakers of Other Languages (IESOL) — „Communicator” level, „Expert” level, „Mastery” level
- City & Guilds Level 1 Certificate in ESOL International (reading, writing and listening) Communicator (B2) 500/1765/2
- City & Guilds Level 2 Certificate in ESOL International (reading, writing and listening) Expert (C1) 500/1766/4

- City & Guilds Level 3 Certificate in ESOL International (reading, writing and listening) Mastery (C2) 500/1767/6
- Spoken English Test (SET) for Business — Stage B „Communicator” level, Stage C „Expert” level, Stage C „Mastery” level
- English for Business Communications (EBC) — Level 2, Level 3; English for Office Skills (EOS) — Level 2

Edexcel, Pearson Language Tests, Pearson Language Assessments (PTE):

- London Tests of English, Level 3 (Edexcel Level 1 Certificate in ESOL International)
- London Tests of English, Level 4 (Edexcel Level 2 Certificate in ESOL International)
- London Tests of English, Level 5 (Edexcel Level 3 Certificate in ESOL International)

Education Development International (EDI), London Chamber of Commerce and Industry Examinations Board:

- London Chamber of Commerce and Industry Examinations (LCCI) — English for Business Level 2, English for Business Level 3, English for Business Level 4
- London Chamber of Commerce and Industry Examinations (LCCI) — Foundation Certificate for Teachers of Business English (FTBE)
- London Chamber of Commerce and Industry Examinations (LCCI) — English for Tourism Level 2 — „Pass with Credit” level, „Pass with Distinction” level

Certificates telc GmbH, WBT Weiterbildungs-Testsysteme GmbH:

- B2 Certificate in English
- B2 Certificate in English for Business Purposes
- Certificate in English for Technical Purposes (B2)
- telc English B2
- telc English B2 Business
- telc English B2 Technical
- telc English C1