

## 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")<sup>1</sup>,

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 sciences<sup>2</sup> (hereinafter

---

<sup>1</sup> One mode of study under the scholarship programme should be selected (delete as appropriate).

<sup>2</sup> 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 30<sup>th</sup> 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 15<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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 15<sup>th</sup> 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](mailto: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**