

AGREEMENT IDENTIFICATION CARD

CONTRACT DETAILS			
1. Contract number	[number]	2. Project duration of the project	[number of months or days]
3. Project start date	[date]	4. Project end date of the project	[date]
SCHOLARSHIP RECIPIENT DETAILS			
5. SCHOLARSHIP RECIPIENT'S	[first name and surname]		
6. Address	[address]		
7. PESEL number (if applicable)	[number]		
8. ID card/passport number	[number]		
9. IBAN (account number in PLN)	[number]		
10. SWIFT	[number]		
FINANCING			
	Funds allocated (%)	Amount	Payment deadline
11. Funds allocated	100%	[amount] PLN	
12. Advance payment	[number %]	[amount] PLN	After conclusion of the agreement, no no earlier than 3 months before the Project start date
13. Partial payment	[number %]	[amount] PLN	Within 30 days of the date of acceptance of the partial
14. Balance payment	[number %]	[amount] PLN	Within 30 days of the date of approval of the final
REPORTING			
15. Interim report	Reporting period	From [project start date] to [date specified in the Announcement]	The report shall be submitted within 14 days of the end of the reporting period in accordance with the the Announcement
16. Final report	Reporting period	From [Project start date] to [Project end date of the Project]	The report must be submitted within 30 days of the Project end date

SCHOLARSHIP HOLDER'S STATEMENT

I confirm that the above information is true and accurate and acknowledge that this page of the Agreement forms an integral part thereof.

Agreement No. [agreement
number], hereinafter
concluded in Warsaw between: referred to as the
"Agreement"

the National Agency for Academic Exchange – a state legal entity established pursuant to the Act of 7 July 2017 on the National Agency for Academic Exchange, with its registered office in Warsaw at ul. Polna 40, 00-635 Warsaw, NIP: 5272820369, REGON: 368205180, hereinafter referred to as the "Agency", represented by its legal representative for the purpose of concluding the Agreement,

and

Mr/Ms [first name and surname] residing at ul. [address], passport/ID card no. [number], hereinafter referred to as the "Scholarship Holder",

hereinafter jointly referred to as the

"Parties" with the following content:

§ 1

Subject matter of the Agreement

1. The subject of the Agreement is the implementation by the Scholarship Holder of activities consisting in the implementation of a project, hereinafter referred to as the "Scholarship", co-financed by the Agency, in accordance with the decision of the Director of the Agency No. [number] of [date], constituting Appendix 5 to the Agreement (hereinafter referred to as the "Decision"), under the Programme [name of the Programme], hereinafter referred to as the "Programme".
2. The Director of the Agency has awarded the Scholarship Holder at the implementation of the Scholarship financial resources in the maximum amount of [amount] zlotys, [in words] hereinafter referred to as "Financial Resources".

§ 2

Terms and conditions of the Agreement

The scholarship will be implemented in accordance with:

- 1) the announcement constituting Appendix 2 to the Agreement, hereinafter referred to as the "Announcement", and subsequently
- 2) the Regulations of the National Agency for Academic Exchange programmes – programmes for individuals, constituting Appendix 3 to the Agreement, hereinafter referred to as the "Regulations",
- 3) The Agreement, including the Scholarship Holder Identification Card, constituting Appendix 1 to the Agreement,
- 4) the application for participation in the Programme, to the extent accepted for implementation by the Agency in accordance with the Decision, constituting Appendix 4 to the Agreement, hereinafter referred to as the "Application".

§ 3

Obligations of the Scholarship Holder

The Scholarship Holder is obliged to fulfil the obligations specified in the Announcement, in particular in the Regulations, including:

- 1) keeping documentation related to the implementation of the Agreement;
- 2) complying with the rules of the Code of Ethics of the National Agency for Academic Exchange, available at <https://www.nawa.gov.pl>;
- 3) applying the rules on information and promotion.

§ 4

Rules for financing and reimbursement

1. The funds will be transferred to the Scholarship Holder's bank account specified in Appendix 1 to the Agreement or indicated by the Scholarship Holder in another manner specified by the Agency, in accordance with the rules set out in the Announcement, and in particular in the Regulations.
2. The payment of funds will be made provided that the Agency has sufficient funds for this purpose. The Agency shall not be liable for any delays in the transfer of funds by other entities for the payment of the funds referred to in the first sentence.
3. Funds deemed to have been spent in breach of the Agreement shall be refunded within 14 days of receipt of a request for their return. If the funds are not refunded within the deadline, the Agency shall charge statutory interest for late payment.
4. The date of payment or return of the funds shall be deemed to be the date on which the Agency's bank account is debited or credited, respectively.

§ 5

Insurance

The scholarship holder is obliged to obtain insurance, as specified in the Announcement, for the duration of the Agreement. The Agency shall not be liable for any damage incurred by the Scholarship Holder or third parties in connection with the performance of the Agreement, nor shall the Scholarship Holder be entitled to any claims against the Agency, in particular for medical expenses not covered by the insurance referred to above.

§ 6

Evaluation rules

1. The Scholarship Holder is obliged to participate in the evaluation of the Programme conducted by the Agency (or other entities indicated in the Regulations), on the terms and conditions specified in the Regulations.
2. The Agency reserves the right to modify the evaluation rules or deadlines within two years of the end of the year in which the Agreement is settled, provided that the new evaluation rules or deadlines do not exceed those specified in the Regulations in terms of quantity and time.
3. In the case referred to in paragraph 2, the Agency shall inform the Scholarship Holder of such circumstances, indicating the new rules or deadlines, via the Agency's ICT system or by e-mail.

§ 7

Rules for inspections and audits

1. The Agency may carry out inspections or audits of the Scholarship Holder's activities.
2. The Scholarship Holder undertakes to cooperate with the Agency in this regard, and in particular to provide the required documentation related to the implementation of the Scholarship, to provide explanations in this regard and to take other actions aimed at enabling the Agency to exercise its rights under the Regulations.

§ 8

Amendment, termination of the Agreement, force majeure

1. In the event of circumstances resulting in or likely to result in changes to the content of the Agreement or its annexes, the Scholarship Holder shall notify the Agency of this fact immediately, but no later than within 7 days of their occurrence, under pain of their not being recognised as effective by the Agency.
2. The Parties agree that all communication between them shall take place using the Agency's ICT system.
3. The Parties shall be exempt from liability for failure to fulfil their obligations under the Agreement due to force majeure.
4. The Parties understand force majeure to mean, in particular, external events beyond the control of the Parties, affecting the performance of the Agreement, of an extraordinary nature, impossible to predict and avoid, which occurred after the conclusion of the Agreement.
5. A Party may invoke force majeure only if it immediately, but no later than within the time limit specified in paragraph 1, informs the other Party of the occurrence of force majeure, together with a description of the situation or event, the expected duration of force majeure and a description of the foreseeable consequences of force majeure.
6. The Parties shall take the necessary measures to limit the damage caused by force majeure and shall make every effort to resume the performance of the Agreement as soon as possible.
7. In the event of force majeure limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.
8. In the event of a breach of the Agreement by the Scholar, in particular with regard to their obligations, including reporting requirements, the Agency may terminate the Agreement in writing, after first sending a written request to the Scholarship Holder and setting an additional 14-day deadline for the Scholarship Holder to cease the breaches, remove or remedy the effects of the breaches of the Agreement.
9. In the event of termination of the Agreement by the Agency, the Scholarship Holder shall be obliged to return all funds received, together with interest calculated at the rate specified for tax arrears and calculated from the date of transfer to the date of return, within 14 days of the date of delivery of the request for return of funds in the Agency's system.
10. The Agreement may also be terminated by the Parties by mutual agreement in the event of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In this case, the Parties shall agree on the terms and conditions for the return of the funds received.

§ 9

Consent to the dissemination of image

1. The Scholarship Holder may grant the Agency consent to disseminate his/her image and film and promotional materials featuring him/her, recorded in connection with the implementation of the Scholarship, without any time or territorial restrictions.
2. The consent referred to in paragraph 1 covers the use of the Scholarship Holder's image by the Agency or by other persons acting on behalf of the Agency, the recording and reproduction of the Scholarship Holder's image through any medium, in particular publication in newspapers, magazines,

reports, statements, brochures, online publications, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the Agency's statutory objectives.

3. The consent form is attached as Appendix 7 to the Agreement.

§ 10

Final provisions

1. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
2. In matters not covered by the Agreement, the provisions of the Act on the National Agency for Academic Exchange, the Civil Code (including those relating to the calculation of time limits) or other applicable generally binding provisions shall apply. For the avoidance of doubt, the Parties indicate that the law applicable to the obligations arising from the Agreement is Polish law.
3. Any disputes arising from the performance of the Agreement shall be settled by a common court competent for the seat of the Agency.
4. Any amendment to the Agreement shall be made in writing under pain of nullity, unless the Agreement provides otherwise.
5. The agreement shall enter into force upon its acceptance by the last of the two Parties.
6. The Agreement has been drawn up in documentary/electronic form [if applicable: "in Polish and English, with the Polish language version being binding in the event of any discrepancies"].
7. The appendices to the Agreement form an integral part thereof:
 - 1) Appendix 1 – Scholarship Agreement Identification Card;
 - 2) Appendix 2 – Announcement available on the website www.nawa.gov.pl;
 - 3) Appendix 3 – Regulations of the National Agency for Academic Exchange programmes – programmes for natural persons www.nawa.gov.pl;
 - 4) Appendix 4 – Application for participation in the Programme available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
 - 5) Appendix No. 5 – Decision of the Director of the Agency, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
 - 6) Appendix 6 – [Information clause for the Scholarship Holder](#);
 - 7) Appendix 7 – Consent to image processing.

Information clause concerning the processing of personal data of participants in the programmes of the National Academic Exchange Agency programmes addressed to natural persons

Data controller	National Agency for Academic Exchange (Agency) ul. Polna 40, 00-635 Warsaw
Purpose and legal basis for data processing	The Agency processes your personal data on the basis of Article 6(1)(b), (c), (e) and (f) of the GDPR ¹ for the purpose of: <ol style="list-style-type: none"> 1) concluding and implementing the provisions of the agreement; 2) fulfilment by the Agency of its legal obligations related to the performance of the agreement, including accounting, tax and archiving obligations, in accordance with applicable law; 3) the performance by the Agency of public tasks entrusted to it pursuant to Article 2 of the Act of 7 July 2017 on the National Agency for Academic Exchange; 4) the establishment and pursuit of any claims arising from the performance of the agreement, or defence against them, which constitutes a legitimate interest of the Agency.
Data processing period	Your personal data will be processed by the Agency for the period resulting from the archival category of documents in which the data is included, as specified in the implementing provisions to the Act of 14 July 1983 on the national archival resource and archives.
Sharing/entrusting data	Subject to all security guarantees, the Agency may disclose your data to entities authorised to receive it on the basis of legal provisions or transfer it to entities processing it on behalf of the Agency on the basis of an appropriate data processing agreement.
Transfer of data to third countries	Your data will not be transferred to a third country or international organisation. Should it be necessary to transfer your data outside the European Economic Area, the Agency will ensure appropriate safeguards for the transfer of such data and effective legal remedies as set out in Chapter V GDPR.
Decisions based solely on automated processing of personal data, including profiling	Not applicable.
Rights of the data subject concerned	You may submit a request to us for access to your personal data , rectification the data, transfer data and

¹ 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



	<p>restriction of personal data processing – in accordance with the rules set out in the GDPR.</p> <p>You may also lodge a complaint with the President of the Personal Data Protection Office</p> <p>if you believe that the processing of your personal data by the Agency violates the law.</p>
Contact details of the data protection officer at the Agency	<p>odo@nawa.gov.pl</p>

CONSENT TO THE DISCLOSURE OF IMAGES

granted in _____, on _____

to the National Agency for Academic Exchange, with its registered office in Warsaw at ul. Polna 40, 00-635 Warsaw, hereinafter referred to as the "Agency",

by Ms/Mr

1. I consent to the free dissemination of my image pursuant to Article 81(1) of the Act of 4 February 1994 on copyright and related rights.
2. I accept that the use and dissemination of my image by the Agency will take place under the following conditions:
 - 1) the use and dissemination of my image will be for the Agency's promotional purposes in connection with documenting the Agency's performance of a task carried out in the public interest, in particular for the purpose of documenting the project in which I am participating.
 - 2) the use and dissemination of my image may take place through publication concerning the Agency's activities via any medium: in newspapers, magazines, reports, brochures, electronic publications, including social media and the Agency's websites.
 - 3) The use and dissemination of my image shall be free of charge, without any time or territorial restrictions.
3. In connection with the use of my image:
 - 1) I waive my right to control and approve each instance of use of my image, including the right to approve the final form of the materials in which my image will be used; as well as the right to be identified as the person depicted, and in particular to have my name and surname indicated.
 - 2) I acknowledge that due to the manner in which my image will be used, it will be publicly available to an unlimited number of people.
4. I acknowledge that the dissemination of the image of a publicly known person, if the image was taken in connection with the performance of their public (professional, social, political) functions, as well as the image of a person constituting only a detail of the whole (e.g. group photos, photos where the image of the person is not the main or basic element of the shot), does not require consent, pursuant to Article 81(2) of the Act of 4 February 1994 on copyright and related rights.

legible signature

1. The administrator of your personal data contained in this form and your image is the National Agency for Academic Exchange (ul. Polna 40, 00-635 Warsaw); you can contact the Data Protection Officer at the Agency at: odo@nawa.gov.pl.
2. The processing of your image is based on your consent (Article 6(1)(a) of the GDPR).
3. Consent to the processing and dissemination of your image may be revoked at any time, without affecting the dissemination that took place prior to its withdrawal.
4. Your image will be removed from the Agency's records if you withdraw your consent to its processing or if the purpose of its processing ceases to exist.
5. The data contained in this form will be processed for the purpose of ensuring the accountability of your consent (Article 7(1) of the GDPR) and in connection with the possible establishment/investigation of claims or defence against them (Article 6(1)(f) of the GDPR).
6. The data contained in this form will be processed until the purpose of processing ceases to exist, and then, in connection with the defence against claims, it will be processed until the expiry of the limitation period for claims, which results from the Civil Code.
7. Personal data and image may be made available to entities authorised to do so under the law, as well as to entities cooperating with the Agency on the basis of a data processing agreement.
8. The data subject has the right to: request the Agency to access their personal data, rectify it, or restrict its processing, the right to object to the processing, as well as the right to request the transfer of data, whereby each of these rights shall be exercised in the cases and on the terms specified in Articles 15-22 of the GDPR. The data subject also has the right to lodge a complaint with the President of the Data Protection Authority regarding the processing of data by the Agency.