

IDENTIFICATION SHEET

CONTRACTUAL DATA			
1. Contract number	[number].	2. Project duration	[number of months or days].
3. Project start date	[date].	4. Project completion date	[date].
DATA OF THE HOLDER			
5. STIPENDIST	[name and surname].		
6. Address	[address].		
7. Passport No. (only if no PESEL number is available)	[number].		
8. PESEL (if applicable)	[number].		
9. IBAN (account number in PLN)	[number].		
10. SWIFT	[number].		
FINANCING			
	Allocated funds (%)	Amount	Payment term
11. Allocated funds	100%	[amount] PLN	
12. Advance payment 1	[number %].	[amount] PLN	[date].
13. Advance payment 2	[number %].	[amount] PLN	[date].
14. Balancing payment	[number %].	[amount] PLN	[date].
REPORTING			
15. Partial report	Reporting period	From [date of Project start] to [date according to the Announcement].	The report must be submitted within 14 days of the end of the reporting period in accordance with the Announcement
16. Final report	Reporting period	From [Project start date] to [Project end date].	Report to be submitted by 30 days after Project completion

STATEMENT BY THE SCHOLARSHIP HOLDER

I confirm that the above details are factually and legally correct and acknowledge that this page of the Agreement forms an integral part thereof.

**Contract No [contract number]**

hereinafter referred to as "the Agreement"

concluded in Warsaw, between:

The National Agency for Academic Exchange - a state legal entity established on the basis of the Act 7 July 2017 on the National Agency for Academic Exchange with its registered office in Warsaw, 40 Polna Street, 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,

a

Mr/Mrs [name and surname] residing at [address], passport no: [number]/ or PESEL: [number], hereinafter referred to as the "Scholarship Holder",

hereinafter jointly referred to as "the Parties"

with the following content:

**§ 1**

**Subject of the Agreement**

1. The subject matter of the Agreement is the implementation by the Scholarship Holder of activities consisting of 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] attached as Annex 5 to the Agreement (hereinafter referred to as the "Decision"), under the [name of the Programme], hereinafter referred to as the "Programme".
2. For the implementation of the Scholarship, the Director of the Agency has granted the Scholarship Holder funds in the maximum amount of PLN [amount], [in words] hereinafter referred to as "Funds".

**§ 2**

**Conditions for performance of the Agreement**

The scholarship will be implemented in accordance with:

- 1) the notice attached as Annex 2 to the Agreement, hereinafter referred to as "the Notice", and subsequently
- 2) The Rules of Procedure for Programmes of the National Agency for Academic Exchange - Programmes for Individuals, attached as Annex 3 to the Agreement, hereinafter referred to as "the Rules
- 3) Agreement, including the Agreement Identification Card with the Grantee, attached as Annex 1 to the Agreement
- 4) application for participation in the Programme, within the scope accepted for implementation by the Agency in accordance with the Decision, constituting Annex 4 to the Agreement, hereinafter referred to as the "Application".

**§ 3**

**Responsibilities of the Scholarship Holder**

The grantee is obliged to fulfil the obligations set out in the Announcement, in particular the Regulations, including:

- 1) the storage of documentation relating to the performance of the Agreement;
- 2) application of the rules on information and publicity.

#### **§ 4**

##### **Funding principles and reimbursement**

1. The funds will be transferred to the Scholarship Holder's bank account as indicated in Annex 1 to the Agreement or as indicated by the Scholarship Holder in any other manner specified by the Agency, under the terms of the Announcement and in particular the Regulations.
2. The disbursement of funds shall be subject to the Agency having sufficient funds for that purpose. The Agency shall not be responsible for delays in the transfer to it of funds by other entities for the payment of the funds referred to in the first sentence
3. Funds deemed to have been disbursed contrary to the Agreement shall be repaid within 14 days of receipt of the request for repayment. If the funds are not repaid in time, the Agency shall charge statutory interest for late payment.
4. The date of payment or reimbursement of the Funds shall be deemed to be the date on which the Agency's bank account is debited or credited, as appropriate.

#### **§ 5**

##### **Insurance**

The Grantee is obliged to provide his/her own insurance, as specified in the Announcement, for the duration of the Agreement. The Agency shall not be liable for any damage incurred by the Grantee or third parties in connection with the performance of the Agreement, nor shall the Grantee be entitled to any claims against the Agency, in particular for medical expenses incurred, not covered by the insurance referred to above.

#### **§ 6**

##### **Principles of evaluation**

1. The grantee is obliged to participate in the evaluation of the Programme conducted by the Agency (or other authorised entities indicated in the Regulations), under the terms and conditions specified in the Regulations.
2. The Agency reserves the right to modify the evaluation rules or deadlines 2 years of the end of the year in which the Agreement is settled, provided that the new evaluation rules or deadlines do not extend quantitatively and temporally beyond those indicated in the Regulations.
3. In the case referred to in paragraph 2, the Agency shall inform the Grantee of such circumstances, indicating these new rules or deadlines, via the Agency's ICT system or e-mail.

#### **§ 7**

##### **Control and audit principles**

1. The Agency may carry out inspections or audits of the Grantee's activities.
2. The Grantee undertakes to co-operate with the Agency in this regard and, in particular, to make available 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 powers under the Regulations.

## § 8

### **Amendment, termination of the Agreement, force majeure**

1. If circumstances arise which result or may result in changes to the content of the Agreement or its annexes, the Grantee shall notify the Agency immediately, but no later than within 7 days of their occurrence, failing which the Agency shall not consider them to be effective.
2. The parties agree that all communication between them will be carried out using the Agency's ICT system.
3. The parties shall be for failure to fulfil their obligations under the Contract due to force majeure.
4. By force majeure, the Parties mean in particular external events beyond the control of the Parties, affecting the performance of the Contract, of an extraordinary nature, impossible to foresee and avoid, which occur after the conclusion of the Contract.
5. A Party may invoke force majeure only if it informs the other Party of the occurrence of force majeure without delay, but no later than within the period specified in paragraph 1, together with a description of the situation or event, the expected duration of the force majeure and a description of the foreseeable consequences of the force majeure.
6. The parties are obliged to take the necessary measures limit the damage caused by force majeure and to make every effort to resume implementation of the Agreement as soon as possible.
7. In the event of force majeure limiting or preventing the execution of the Contract for more than 30 days, the Agency reserves the right to terminate the Contract with immediate effect.
8. If the Grantee is found to be in breach of the Agreement, including, in particular, in respect of its obligations, including reporting requirements, the Agency may terminate the Agreement in writing, after the Grantee written notice and an additional period of 14 days to cease the breaches, remove or remedy the consequences of the breaches of the Agreement.
9. In the event of termination of the Agreement by the Agency, the Grantee shall be required to repay all funds received, together with statutory interest for late payment calculated from the date of transfer of such funds by the Agency to the date of repayment, 14 days of termination of the Agreement.
10. The Agreement may also be terminated by the Parties by agreement of the Parties in the event that circumstances arise for which neither Party is responsible and which make it impossible to perform the Agreement. In this case, the Parties shall agree on the conditions for repayment of the funds received.

## § 9

### **Consent to dissemination of image**

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

reports, reports, folders, publications on the Internet, including the Agency's website, exhibitions and electronic publications, for promotional, marketing purposes of the Agency, in connection with the realisation of the Agency's statutory objectives.

3. The consent form is attached as Annex 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 regulated by the Agreement, the provisions of the Act on the National Agency for Academic Exchange, the Civil Code (including with respect to the calculation of time limits) or other relevant universally applicable provisions shall apply. For the avoidance of any possible doubts, the Parties point out that the law applicable to the obligation under the Agreement is Polish law.
3. Disputes arising from the implementation of the Agreement shall be settled by the ordinary courts having jurisdiction over the seat of the Agency.
4. Any amendment to the Agreement must be made in documentary form on pain of nullity, unless the Agreement provides otherwise.
5. The Agreement shall enter into force upon acceptance by the last of the two Parties.
6. The agreement is drawn up in documentary/electronic form [if applicable: "in Polish and English, with the Polish language version being binding in case of discrepancies"]
7. The Annexes to the Agreement shall form an integral part thereof:
  - 1) Annex 1 - Identification sheet of the Agreement with the Scholarship Holder;
  - 2) Annex 2 - Announcement available at [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 3) Annex No. 3 - Regulations of the National Agency for Academic Exchange Programmes - programmes for natural persons
  - 4) Annex 4 - Application for participation in the Programme available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
  - 5) Annex 5 - Decision of the Agency Director, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>.
  - 6) Annex 6 - [Information clause for the Scholarship Holder](#)
  - 7) Annex 7 - Consent to processing of image

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

Data controller	National Agency for Academic Exchange (the Agency) 40 Polna Street, 00-635 Warsaw
Purpose and legal basis of data processing	The Agency processes your personal data on the basis of Article 6(1)(b), (c), (e) and (f) of the RODO <sup>1</sup> , for the purpose of: 1) conclusion and performance of the contract; 2) to fulfil the Agency's legal obligations in connection with the performance of the contract, including accounting, tax and archiving obligations, in accordance with the applicable legislation; 3) the performance by the Agency of the 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, assertion or defence of possible claims arising from the performance of the contract, which constitutes the legitimate interest of the Agency.
Period of data processing	Your personal data will be processed by the Agency for a period of time resulting from the archival category of the documents in which the data are included, as defined in the executive regulations of the Act of 14 July 1983 on the national archival resource and archives.
Data sharing/sharing	Subject to all security guarantees, your data may be made available by the Agency to entities entitled to receive them by law or to entities processing them on behalf of the Agency on the basis of an appropriate contract for the entrustment of data processing.
Transfers 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 provide adequate safeguards for the transfer and effective legal remedies as set out in Chapter V of the RODO.
Making decisions based solely on automated processing of personal data, including profiling	It does not occur.
Rights of the data subject	You can make a request to us for access to your personal data, rectification of your data, data portability and restriction of the processing of your personal data - under the terms of the DPA. You may also lodge a complaint with the President of the Data Protection Authority if you consider that the Agency's processing of your personal data is in breach of the law.
Contact to the Agency's Data Protection Officer	odo@nawa.gov.pl

<sup>1</sup> 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

### CONSENT TO DISSEMINATION OF IMAGE

provided at \_\_\_\_\_, on \_\_\_\_\_

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

by you \_\_\_\_\_.

1. **I consent to the free dissemination of my image on the basis of Article 81(1) 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 likeness will be for promotional purposes of the Agency in connection with documenting the performance by the Agency of a task carried out in the public interest, in particular for the purpose of documenting a project in which I take part.
  - 2) The use and dissemination of my image may be through publication relating to the Agency's activities through any medium: newspapers, magazines, reports, brochures, electronic publications, including social media and the Agency's website.
  - 3) the use and dissemination of my image will be free of charge, without time or territorial restrictions.
3. **In relation to the use of my image:**
  - 1) I waive the right to control and approve the use of my image at any time, including the right to approve the final form of the material in which my image will be used; and the right to indicate me as the person depicted at any time, in particular to indicate my name.
  - 2) I acknowledge that due to the way my image is used, it will be publicly available to an unlimited number of people.
4. **I acknowledge that dissemination of the image of a well-known person, if the image has been taken in connection with his/her performance of public functions (professional, social, political) as well as the image of a person constituting only a detail of the whole (e.g. group photos, photos where the image of a 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.**

\_\_\_\_\_  
clear signature

1. The administrator of your personal data contained in this form and of your image is the National Agency for Academic Exchange (ul. Polna 40, 00-635 Warsaw); the Agency's Data Protection Officer can be contacted at: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).
2. The processing of your image is based on your consent (Article 6(1)(a) RODO).
3. Consent to the processing and dissemination of the image may be revoked at any time, without affecting the dissemination that has taken place up to the moment of revocation.
4. Your image will be deleted from the Agency's records if you withdraw your consent to its processing or if the purpose of its processing ceases.
5. The data contained in this form will be processed in order to ensure the accountability of your consent (Art. 7(1) RODO) and in connection with the possible establishment/investigation of or defence against claims (Art. 6(1)(f) RODO).
6. The data contained in this form will be processed until the purpose of the processing ceases to exist, and then, in connection with the defence of claims, will be processed until the expiry of the limitation period for claims under the Civil Code.
7. Personal data and images may be made available to entities entitled to do so on the basis of legal regulations and also to entities cooperating with the Agency on the basis of an agreement on the entrustment of data processing .
8. The data subject has the right to: request the Agency to access, rectify, or restrict the processing of his/her personal data, the right to object to the processing, and the right to request data portability, the exercise of each right will be exercised in the cases and under the terms of Articles 15-22 of the RODO. The data subject also has the right to lodge a complaint with the President of the Data Protection Authority against the processing carried out by the Agency.