

## Attachment No 3 to the Regulations – Template of the Agreement

AGREEMENT NO \_\_\_\_ / \_\_\_\_

hereinafter referred to as the “Agreement” between:

**The Polish National Agency for Academic Exchange, with its registered office in Warsaw** at ul. Polna 40, 00-635 Warsaw, NIP (tax identification number): 527-282-03-69, REGON (statistical identification number): 368205180, hereinafter referred to also as the “**Agency**”, represented by its legal representative for the purpose of concluding this Agreement,

and

\_\_\_\_, address: \_\_\_\_, NIP (Tax Identification Number): \_\_\_\_, REGON: \_\_\_\_, (the “**Beneficiary**”), represented by:

\_\_\_\_ / *name and surname* – \_\_\_\_ / *function* /

hereinafter jointly referred to as the “**Parties**”,

pursuant to the decision of the Director of the Agency No \_\_\_\_ of \_\_\_\_ on the allocation of funds for the implementation of the Beneficiary’s project under the Programme \_\_\_\_ (hereinafter referred to as the “**Decision**”).

the Parties hereby conclude the Agreement reading as follows:

### §1

#### Subject of the Agreement

1. The Agreement shall specify the conditions for execution and financing, as well as conditions for the settlement of financial resources granted in accordance with the Decision on the implementation of the Project referred to in paragraph 2 under the \_\_\_\_ Programme (hereinafter referred to as the “**Programme**”).
2. The subject of the Agreement is the implementation of the project entitled \_\_\_\_ by the Beneficiary, in accordance with the Beneficiary’s application referred to in § 3(1)(3) of the Agreement, hereinafter referred to as the “**Project**”.

3. The Agency Director awarded funds to the Beneficiary in the maximum amount of PLN \_\_\_\_  
(say: \_\_\_\_ złotych \_\_\_\_/100).

## §2

### Project implementation period

The Project shall be implemented in the period from \_\_\_\_ /day-month-year/ to \_\_\_\_ /day-month-year/.

## §3

### Terms and conditions of the Agreement

1. The Beneficiary undertakes to implement the Agreement pursuant to:
  - 1) generally applicable laws;
  - 2) provisions of the Agreement;
  - 3) the Beneficiary's application submitted under the recruitment procedure for the Programme in the Agency's ICT system, hereinafter referred to as the "Application", in particular the results contained therein that are to be achieved and tasks to be completed, as well as the Project schedule and budget;
  - 4) the Programme Regulations in force as at the date of conclusion of the Agreement, hereinafter referred to as the "Regulations", available on the Agency's website and constituting Attachment No \_\_\_\_ to the Agreement;
  - 5) the Beneficiary's Manual available on the Agency's website;
  - 6) internal regulations in place at the Beneficiary, in so far as they are not in conflict with the generally applicable laws and documents listed in points 2-5 above.
2. Declarations submitted in the call for applications under the Programme shall be binding for the duration of the Agreement, under pain defined in § 11(1)(6) of the Agreement, with the reservation that, in the event the circumstances set out in the declarations change, the Beneficiary immediately informs the Agency of this fact.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties, arising from the performance of the Agreement, and in particular the Agency shall not be held liable for Beneficiary's acts and omissions.
4. The Beneficiary shall be responsible for the proper execution of the Agreement, also regarding the disbursement of the funds granted.

## §4

### Obligations of the Agency

Under the Agreement, the Agency shall, in particular, transfer the allocated financial resources to the Beneficiary's bank account provided in § 6(1) of the Agreement.

### §5

#### Obligations of the Beneficiary

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

- 1) properly execute the Project, i.e. all activities envisaged in the Application, including the outcomes specified in the Application, ensure that the Project is implemented by persons indicated in the Application;
- 2) disburse the allocated funds in accordance with the budget constituting an integral part of the Application, taking into account the budget correction identified at the stage of issuing a decision for the Application, with eligible costs being specified in detail in the Regulations;
- 3) settle the allocated financial resources in accordance with the Agreement;
- 4) submit reports in accordance with § 7 of the Agreement;
- 5) participate in Programme evaluation in accordance with § 14 of the Agreement;
- 6) store project-specific documentation the Regulations in accordance with the rules provided for in the Regulations;
- 7) fulfil other obligations resulting from the Agreement and documents it refers to.

### §6

#### Rules of financing

1. The Agency shall transfer the funds granted to the Beneficiary's bank account number:

Name of the account holder: \_\_\_\_\_

number \_\_\_\_\_

bank name \_\_\_\_\_,

as follows:

- 1) **Advance payment** of PLN \_\_\_\_\_ (say: PLN \_\_\_\_ złotych \_\_\_\_/100), constituting \_\_\_\_% of the allocated funds referred to in § 1(3) of the Agreement, shall be provided within 21 working days from the day of signing the Agreement;
- 2) **Partial payment** of PLN \_\_\_\_\_ (say: PLN \_\_\_\_ złotych \_\_\_\_/100), constituting \_\_\_\_% of the allocated funds referred to in § 1(3) of the Agreement, shall be provided within 21 working days following the date of approval of the interim report; The partial

payment will be made following the approval of the interim report, in which the Beneficiary shall settle at least 70% of the pre-financing expenditure;

- 3) **Balancing payment** of \_\_\_\_\_ (say: \_\_\_\_ złotych \_\_\_\_/100), i.e. not more than \_\_\_\_% of the total financing amount, transferred within 21 working days from the date of approval of the final report.
  2. Amounts referred to in paragraph 1 shall not be subject to indexation.
  3. The Beneficiary is obliged to open a separate bank account for the purposes of NAWA projects, intended solely for funds granted by NAWA.
  4. The Beneficiary is obliged to keep separate financial and accounting records of funds received for Project implementation.
  5. Interest accrued on the bank account shall be fully refunded to NAWA by 15 December each year at the latest as at 30 November, to the bank account indicated by NAWA, unless stated otherwise in separate regulations. In the case the bank account is no longer used for the purposes of projects financed by NAWA, the amounts shall be reimbursed upon the completion of the final project. The date of recovery of interest shall be the moment when the funds are credited to NAWA's account.
  6. The day on which the Agency's bank account is debited shall be considered as the day of payment of funds.
  7. The allocated funds shall be settled according to the principles as set out in the Regulations.
  8. Payment of funds shall be made subject to availability of funds on the Agency's bank account.
  9. The Beneficiary shall disburse the funds received in accordance with the budget as indicated in the Application. Eligible costs have been defined in detail in the Regulations.
  10. Payment of funds may be made as follows:
    - 1) in the event of mutual amounts due arising from agreements concluded between the Agency and the Beneficiary, the Agency is entitled to deduct them, which shall not release the Beneficiary from the obligations resulting from the Agreement;
    - 2) in other cases, the Agency shall effect the payment to the bank account provided by the Beneficiary.
- The Parties agree that the order in which payments are made in the forms mentioned above shall be determined as follows: first, the deduction of mutual liabilities listed in point 1 shall take place, followed by the payout referred to in point 2.
11. The Beneficiary undertakes to inform the Agency, at its request and on the date specified therein, about the amount of funds remaining on the Beneficiary's account referred to in paragraph 3, as at 31 December of a given calendar year.

## §7

**Reports of the Beneficiary**

1. The Beneficiary is responsible for the timely submission of an interim report(s) via the Agency's ICT system (or in another form prescribed by NAWA) at least once every 6 months.
2. An additional interim report can be submitted, in which the Beneficiary requests a partial payment when at least 70% of the advance payment is settled, includes an additional report in the payment schedule and obtains approval of reports submitted to the NAWA so far;
3. The final report on the course of the Project shall be submitted within 30 days from the date on which the Project implementation period ended.
4. The template of the final report is attached to the Agreement.
5. The Beneficiary shall not attach any source documents, however, during the verification of the Beneficiary's report, the Agency may request, for the purpose of carrying out an in-depth control, the submission of documents related to the Project's implementation, in particular financial documents and documents concerning the proceedings related to the purchase of goods and services.
6. Appropriately prepared report(s) shall be subject to verification conducted by the Agency's employees in terms of compliance of the Project's execution with the Agreement. The Agency may decide to submit the report(s) for evaluation by external experts appointed by the Agency Director.
7. If the Beneficiary submits an incomplete or incorrectly prepared report, the Agency shall notify its comments through the Agency's ICT system and shall request the Beneficiary to respond to these comments by clarifying or correcting the Report by the deadline set by the Agency, but not shorter than 7 days, starting from the date of adding the comments in the ICT system, in line with the principles and under the conditions specified in the Regulations.
8. If the Beneficiary fails to respond within the deadline set by the Agency or if, despite submitting comments by the Agency three times, the Beneficiary's report does not meet the Agency's requirements and cannot be accepted, the Agency may decide to deem the Agreement not implemented in full or in part and may request the return of funds in part or in full.
9. Within 14 days after obtaining information about the approval of the report, the Beneficiary is obliged to prepare and submit to the Agency an accounting note for the amount of eligible expenditure approved in a given report.
10. Along with the final report, the Beneficiary shall transfer the products of dissemination activities generated as a result of executing the Project to the Agency.

## §8

### Control of the Project

1. The Beneficiary may be subject to controls and audits carried out by the Agency or a third party appointed by the Agency, in accordance with principles as set out in the Regulations.
2. The Beneficiary may be subject to controls and audits by competent administration bodies and other entities authorised under separate regulations.
3. The Beneficiary shall ensure that the Agency and other authorised entities indicated by the Agency have access to Project documents, and in particular related financial documents.
4. Refusing or restricting the execution of supervision, controls or audits, and in particular access to the documents referred to in paragraph 3, by the Agency or other authorised entities shall provide a basis for terminating the Agreement with immediate effect.

## §9

### Manner and procedure for overseeing the performance of the Agreement by the Agency

1. The Agency shall supervise the proper execution of the Agreement.
2. The supervision shall cover in particular:
  - 1) *ad-hoc* supervision, in particular the Agency's right to request from the Beneficiary explanations, information, any documentation related to the Project, within a time limit specified by the Agency, but of not less than 7 days from the date of the request;
  - 2) evaluation of reports;
  - 3) authorisation of the Agency Director to withhold the financing of the Project, in accordance with § 10 of the Agreement;
  - 4) authorisation of the Agency Director to terminate the Agreement, in accordance with § 11 of the Agreement.
3. The Beneficiary shall immediately inform the Agency of any problems or irregularities in the execution of the Agreement that threaten or may threaten the proper performance of the Agreement.

## §10

### Suspension of financing

1. The Agency Director may suspend financing of the Project until clarification of doubts in the following cases:
  - 1) irregularities are found in the course of the Project or other circumstances threatening its proper implementation;

- 2) failure to submit at least one of the reports referred to in § 7(1) of the Agreement within the specified time limit, submission of an incomplete or incorrect report or a need to submit explanations or corrections in accordance with the Regulations;
  - 3) funds are spent not in accordance with the Agreement, including with the budget constituting an integral part of the Application, or failure to achieve the planned results at a given stage of Project's implementation;
  - 4) failure to submit documents requested by the Agency by the set deadline, failure to provide explanations, and failure to submit to control activities.
2. The Agency shall send information about suspending the financing along with justification to the Beneficiary via the Agency's ICT system.
  3. During the suspension of financing, i.e. from the moment the information on the suspension of financing is entered into the Agency's ICT system until the information on resumption of financing is placed in the same way, the Beneficiary shall not incur new liabilities from funds received under the Agreement, but may only settle those previously incurred. The funds disbursed under the Project within this period, except for the funds referred to in the preceding sentence, shall be returned to the Agency's bank account provided in the request for return.
  4. If clarifications are accepted or if Agreement breaches identified by the Agency are remedied, the Agency's Director shall resume Project financing and inform the Beneficiary about this fact via the Agency's ICT system.

## §11

### Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect in the following cases:
  - 1) the financing is not resumed within 2 months from the end of its cessation;
  - 2) gross violation of the provisions of the Agreement, which justifies the immediate termination of the Agreement without prior suspension of financing, in particular when a significant portion of financial resources is spent (over 50% of the allocated amount) in breach of the Agreement;
  - 3) failure to submit report(s) within a specified deadline and failure to correct or complete the report in accordance with the Agreement or the Regulations;
  - 4) failure to eliminate irregularities found as a result of controls within the prescribed time limit;

- 5) delays in Project implementation caused by the Beneficiary to the extent that, in the opinion of the Agency, it is unlikely that the Project will be completed within the time limit specified in the Agreement;
  - 6) provision of false information or a false declaration in the Application or in reports by the Beneficiary;
  - 7) refusing or restricting the execution of supervision, controls or audits, and in particular access to the documents by the Agency or other authorised entities.
2. The Agency shall also be entitled to terminate the Agreement with immediate effect if, due to organisational and legal changes at the Beneficiary, its execution would be jeopardized.
  3. The Agreement may be terminated within 30 days from the date when the circumstances as specified in paragraphs 1–2 have been identified.
  4. If the event the Agreement is terminated, the Beneficiary shall return the received funds along with statutory interest as for the delay, calculated from the date of transfer of these funds to the date of their return, within 14 days from the date of termination of the Agreement.
  5. The funds returned after the deadline referred to in paragraph 3 shall incur statutory interest as for delay, with effect from the day following the date on which this deadline has expired.
  6. The Agreement may be terminated by the Parties by way of mutual agreement between the Parties where circumstances occur that prevent or may significantly impede the performance of the Agreement and which could not be foreseen at the time of concluding the Agreement.

## §12

### **Settlement of the Agreement and return of the funds granted**

1. The Agency Director shall settle the Agreement following the approval of the final report referred to in § 7 of the Agreement, consisting of a merit-based part and financial part.
2. The funds not used for the Project, resulting from the settlement of the final report, shall be returned at the Agency's request, within the deadline referred to in § 7(1) of the Agreement or another deadline set by the Agency. The unused funds returned after this deadline shall incur statutory interest as for delay, with effect from the day following the date on which the deadline for returning the funds has expired.
3. The funds used improperly shall be returned to the Agency's bank account within 14 calendar days from the date on which their return was requested. The funds used improperly, returned



after the deadline referred to in the first sentence, shall incur statutory interest as for delay, with effect from the day following the date on which the deadline has expired.

### **§13**

#### **Promotion**

The Beneficiary is obliged to mark all the prepared works, materials and documents created under or in connection with the Project, which are made publicly available or intended for a target group, by placing on them the following elements in a visible place:

- 1) the Agency's logotype, available for download at [www.nawa.gov.pl](http://www.nawa.gov.pl);
- 2) in audio products, the note about financing by the Agency must be read during the recording.
- 3) information referred to in paragraphs 1-2 in English;

### **§14**

#### **Evaluation**

1. The Beneficiary is obliged to participate in the Programme's evaluation conducted by the Agency, on terms and conditions specified in point 9 of the Regulations, in particular through:
  - 1) completing the evaluation survey concerning the Project implemented prepared by the Agency and made available online. The survey shall be completed within 15 working days following the Project's completion. The list of questions included in the survey is provided in Attachment No \_\_\_\_ to the Agreement;
  - 2) the Beneficiary's participation in separate evaluation surveys carried out or commissioned by the Agency. The Beneficiary may be invited to participate in the survey once during the Project implementation period and once within 3 years following the completion of the Project.
2. The Agency declares that the data obtained from the Beneficiary pursuant to paragraph 1 shall not affect the terms of payment of the funds granted.

### **§15**

#### **Amendments to the Agreement**

1. Any amendments to the Agreement shall require an annex concluded in writing under pain of nullity, unless otherwise stated in the Agreement. The Beneficiary shall submit a written and fully justified application, specifying the proposed amendments to the Agreement.
2. The funds may be transferred between budget items of individual tasks up to 10% of the value of the budget of the cheaper task without the consent of the Agency. Transfers to

budget items for which the Regulations have established limit amounts shall not be possible above this limit.

3. Increasing the budget items which were decreased as a result of an evaluation carried out by the evaluation team and specified in the decision on financing shall not be permitted.

## **§16**

### **Copyright**

1. The Beneficiary declares that he/she is a holder of economic rights over the work arising from the implementation of this Agreement.
2. The Beneficiary shall make all the works referred to in paragraph 1 available to the Agency and upon their provision shall grant the Agency a non-exclusive licence free of charge to use them as part of the funds referred to in §1(3), without any limitation as to the territory and the number of copies, for information and promotional purposes in the following exploitation fields:
  - 1) preserving and reproducing in whole or in part by producing copies of works by any printing, magnetic recording, graphic or digital technique;
  - 2) trading in copies of the works by marketing, lending or renting;
  - 3) dissemination via public display, exhibition and communication to the public so the public may access them at a time and place, in particular by downloading to a computer memory and uploading to an Internet website, including the Agency's website;
  - 4) use by placement/carrying on movable or immovable property.

## **§17**

### **Personal data**

Pursuant to Article 28 of 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 (hereinafter referred to as the "GDPR"), the Agency entrusts the processing of personal data to the Beneficiary in the scope and in accordance with the rules specified in Attachment No 5 to the Agreement.

## **§18**

### **Force majeure**

1. The Parties shall be exempted from the liability for failure to fulfil their obligations under the Agreement for reasons of force majeure.

2. By force majeure the Parties shall understand an event or combination of events beyond the Beneficiary's control, which prevent or seriously hinder the performance of his or her obligations resulting from the Agreement, which the Beneficiary could not have foreseen or prevent as well as overcome by acting with due diligence.
3. A Party may invoke the occurrence of force majeure only if, without delay, but no later than within 14 days, it informs the other Party of the occurrence of force majeure (and presents a description of the situation or event), expected duration of force majeure and the estimated impact of the force majeure event.
4. The Parties shall take the necessary measures to reduce the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

## §19

### Final provisions

1. The Agreement shall enter into force on the date of its signature by the latter of the two Parties.
2. The rights and obligations of the Parties under the Agreement shall not be transferred to any third parties.
3. All correspondence, except for the cases when the Agency's ICT system is used as specified in the Agreement, bearing the number of the Agreement, relating to the execution of the Agreement, shall be handled in writing or via email.
4. Should there be any technical problems related to the operation of NAWA's ICT system, e.g. with regard to report templates, it is admissible to submit reports or requests for information outside of the ICT system in the form agreed by the two Parties.
5. In the event of a change in the data referred to in paragraph 3, the Party the change applies to shall notify the other Party of this fact within 14 days from the data change at the latest. Until such notification, correspondence sent to the existing addresses shall be considered to have been effectively delivered. Change of address of the Party shall not require an annex to the Agreement.
6. In matters not covered by the Agreement the provisions of the Act on the Polish National Agency for Academic Exchange, the provisions of the Civil Code and the Regulations shall apply.
7. In the case any discrepancies or other potential doubts arise regarding the application of the provisions of the Agreement or attachments thereof, the Parties agree that priority shall be given to Attachment No \_\_\_\_ (Rules of the call for applications), then Attachment No \_\_\_\_ (Application for financing) and then the remaining attachments.

8. Any doubts arising during the implementation of the Project and related to the interpretation of the Agreement shall be first resolved by way of through consultation between the Parties.
9. Any disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
10. Attachments to the Agreement shall constitute an integral part of the Agreement.
11. The Agreement has been drawn up in two identical copies, one for each Party.

**Attachments:**

- 1) Application for financing,
- 2) Rules of the call for applications,
- 3) Template of the interim report available at [www.nawa.gov.pl](http://www.nawa.gov.pl)
- 4) Template of the final report available at [www.nawa.gov.pl](http://www.nawa.gov.pl)
- 5) End-of-project evaluation survey available at [www.nawa.gov.pl](http://www.nawa.gov.pl)
- 6) Evaluation survey covering the period of 12 months following the date of submission of the final report, available at [www.nawa.gov.pl](http://www.nawa.gov.pl)
- 7) Rules and method of personal data processing.

**Agency:**

**Beneficiary:**

\_\_\_\_\_

\_\_\_\_\_, Warsaw

*(date, place)*

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

*(date, place)*