

AGREEMENT NO/.....

concluded on.....in Warsaw, hereinafter referred to as the "**Agreement**", between:

Polish National Agency for Academic Exchange, with its registered office in Warsaw,
address: Warsaw, NIP (tax identification number): 5272820369, REGON number:
368205180, hereinafter referred to as "**Agency**", "**NAWA**",
represented by:
Łukasz Wojdyga – Director

and

University/Scientific Unit/Research Institute, with its registered address at
.....,
address: ..., NIP (tax identification number): ..., REGON: ..., hereinafter referred to as the
"**Beneficiary**",
represented by:
..... .. / *name and surname - ... /position/*

hereinafter jointly referred to as "**Parties**" and individually as "**Party**".

Pursuant to the decision of the Agency Director ... of ... on allocation of financial resources as part of the implementation of the "Academic International Partnerships" programme (hereinafter referred to as the "**Decision**"),

the Parties enter into an Agreement reading as follows:

§1.

Subject of the Agreement

1. The Agreement specifies the conditions of implementation, financing, as well as the conditions and method of settlement for financial resources allocated for the project of the Beneficiary, referred to in paragraph 2 of the Agreement, as part of the "International Academic Partnerships" programme, hereinafter referred to as the "Programme", in accordance with the Decision.

2. The subject of the Agreement is the implementation of the project entitled by the Beneficiary, in accordance with the request of the Beneficiary referred to in § 3(1)(3) of the Agreement, hereinafter referred to as the "Project".
3. The Agency Director awarded the Beneficiary for the implementation of the Project with financial resources of PLN (in words: zlotys/100).

§2.

Project implementation period

The project shall be implemented from /*day-month-year*/ year (initial date of eligibility) to /*day-month-year*/ year (final date of eligibility)

§3.

Terms and conditions of the Agreement implementation

1. The Beneficiary shall implement the Agreement pursuant to:
 - 1) generally applicable laws;
 - 2) provisions of the Agreement and its annexes;
 - 3) the Beneficiary's application submitted under the recruitment procedure to the Programme, hereinafter referred to as the "Application", constituting Annex 1 to the Agreement, in particular the results contained therein that are to be achieved and tasks to be completed, as well as the Project budget;
 - 4) the regulations of the Programme in force on the date of conclusion of the Agreement, i.e. a document dated ..., hereinafter referred to as the "Regulations", constituting Annex 2 to the Agreement;
 - 5) internal regulations in place at the Beneficiary, unless they are contrary to the generally applicable law and documents listed in points 2–4 above.
2. Statements submitted as part of the recruitment procedure for the Programme are 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.
4. The Beneficiary undertakes to implement the Programme in full extent with due diligence, and is also fully responsible for disbursement of the granted financial resources.

§4.

Obligations of the Agency

As part of the implementation of the Agreement, the Agency shall, in particular, pay out the allocated financial resources pursuant to the Agreement to the Beneficiary's bank account provided in § 6(1) of the Agreement, subject to § 6(8) of the Agreement.

§ 5.

Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) properly perform the Project, including all tasks provided for in the Application;
- 2) disburse the allocated financial resources in accordance with the budget constituting an integral part of the Application;
- 3) settle the allocated financial resources in accordance with the Agreement;
- 4) submit reports in accordance with § 7 of the Agreement;
- 5) participate in the Programme evaluation in accordance with § 15 of the Agreement;
- 6) fulfil other requirements specified in the Agreement.

§ 6.

Rules of financing

1. The allocated financial resources will only be transferred to the Beneficiary by the Agency to the following bank account of the Beneficiary: number ... at the bank ..., SWIFT: ..., in the following way:

/for projects lasting up to 8 months/

- 1) advance payment of PLN... (in words: PLN..... / 100), constituting 80% of the allocated financial resources referred to in § 1(3) of the Agreement, within 21 working days from the day of signing the Agreement;
- 2) final payment (balancing payment) of up to PLN ... (in words: ... zlotys ... / 100), constituting up to 20% of the allocated financial resources referred to in § 1(3) of the Agreement, within 21 working days from the date of acceptance of the final report referred to in § 7(1)(4) of the Agreement;

/for projects lasting over 8 months/

- 1) advance payment of PLN... (in words: PLN..... /100), constituting 50% of the allocated financial resources referred to in § 1(3) of the Agreement, within 21 working days from the day of signing the Agreement;
 - 2) partial payment of PLN ... (in words: ... zlotys ... /100), constituting 40% of the allocated financial resources, referred to in § 1(3) of the Agreement, within up to 21 business days from the date of approval of the partial report referred to in § 7(1)(1), (2), (3) of the Agreement; in the case of projects lasting over 12 months, the partial payment will take place after the approval of the partial report, in which the Beneficiary settles at least 70% of the pre-financing expenditure;
 - 3) final payment (balancing payment) of up to PLN ... (in words: ... zlotys ... /100), constituting up to 10% of the allocated financial resources referred to in § 1(4) of the Agreement, within 21 working days from the date of acceptance of the final report referred to in § 7(1)(3) of the Agreement.
2. In the case of projects lasting over 12 months, payments under the Project shall take place in accordance with the approved payment schedule, constituting Annex 4 to the Agreement, updated in the submitted partial reports.
 3. The Beneficiary shall run a separate bank account for financial resources received under the Agreement.
 4. The Beneficiary shall keep separate financial and accounting records for financial resources received for the project implementation, in accordance with Act of 29 September 1994 on accounting (i.e. Dz. U. of 2018, item 395, as amended), in a way enabling identification of individual accounting operations.
 5. The total bank interest obtained by the Beneficiary from the financial resources transferred by the Agency shall be returned by 31 December each year at the latest to the bank account indicated by the Agency, unless separate provisions provide otherwise. The date of interest return shall be the moment when the funds are credited to the Agency's account.
 6. The day on which the bank account of the Agency is debited shall be considered as the day of the funds payment.
 7. The transferred financial resources shall be settled according to principles set out in the Regulations.
 8. The funds shall be paid out, provided that the Agency receives a proper subsidy for the implementation of the Programme and the funds are available on the Agency's bank account. The Agency shall not be responsible for delays in the transfer of financial resources from the Ministry of Science and Higher Education as part of the special subsidy.

9. The Beneficiary shall disburse the financial resources received in accordance with the budget indicated in the Application. Expenditure corresponding to actual payments made by the Beneficiary and supported by correctly described invoices or other documents of equivalent evidence value, along with the proof of payment, shall be considered eligible expenditure, provided that the expenditure is posted in the Beneficiary's accounting books in the form of posted costs and expenditure. Detailed issues regarding the eligibility of costs are set out in point 5 of the Regulations.
10. The payment of financial resources can be made in the following way:
 - 1) in case of mutual amounts due arising from the Agreement between the Agency and the Beneficiary, the Agency shall be entitled to deduct its receivables from the allocated financial resources;
 - 2) in other cases, the payment will be made by the Agency to the bank account indicated by the Beneficiary.

The Parties agree that the order in which payments are made in accordance with the above-mentioned forms shall be determined as follows: first deduction of mutual liabilities listed in point 1, followed by the payment referred to in point 2.
11. The Beneficiary shall inform the Agency, at its request and on the date specified by the Agency, about the amount of funds remaining on the Beneficiary's account referred to in paragraph 3, as of 31 December of a given calendar year.
12. The Beneficiary shall cover all the non-eligible expenditure under the Project.
13. The Beneficiary shall not use the allocated funds to generate profit, the Project cannot be commercial.

§ 7.

Reports of the Beneficiary

1. The Beneficiary shall submit report(s) via the Agency's IT system:
 - 1) A partial report on the progress of the Project implementation, covering the period from to (partial reporting period), within 10 working days from the end of the partial reporting period. */Paragraph 1(1) applies to Projects with the implementation period exceeding 8 months and not exceeding 12 months/;*
 - 2) Partial reports – at least once in 6 months, i.e. (partial reporting period). */ Paragraph. /Paragraph 1(2) to Projects with the implementation period from 12 to 24 months/:*
 - a) by

- b) by
 - c) by
 - d) by
- 3) An additional (apart from the above ones) partial 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;
 - 4) Final report on the course of the Project implementation, covering the period from to (reporting period), within 30 calendar days from the day of completion of the Project implementation period specified in § 2 of the Agreement, hereinafter referred to as the "Report" /*hereinafter referred to as "Reports"*;
 - 5) in accordance with the rules set out in point 6 of the Regulations. Templates of the partial and final Reports constitute Annex 3 to the Agreement.
2. The Beneficiary shall not attach any source documents to the Reports, however, during the verification of the Beneficiary's Report, NAWA may request, for the purpose of an in-depth control, the submission of documents related to the Project implementation, in particular financial documents and documents concerning the proceedings related to the purchase of goods and services.
 3. Properly prepared Report(s) are subject to verification conducted by the Agency's employees and acceptance in terms of compliance of the Project implementation with the Agreement. The Agency may decide to submit the Report or Reports for evaluation of external experts appointed by the Agency Director.
 4. The Agency, via its IT system, shall inform the Beneficiary about the acceptance of the received Report. If the Beneficiary submits an incomplete or incorrectly prepared partial or final Report, the Agency shall notify its comments through the Agency's IT 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 no longer than within 14 calendar days, starting from the date of placing the comments in the IT system, in line with the principles and under the conditions specified in the Regulations.
 5. If the Beneficiary fails to respond by the deadline set by the Agency or if, despite the notification of comments by the Agency three times, the report of the Beneficiary 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 return of financial resources in full or in part, respectively.

§ 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 the principles set out in point 8 of the Regulations.
2. The Agency shall be entitled to perform ad-hoc control in the case of serious reservations about the way in which the Project is implemented, or in case of receiving information on irregularities occurring during the Project implementation.
3. The Beneficiary shall subject itself to control and audit within the scope of the Agreement by the competent administration authorities and other entities authorised pursuant to separate regulations.
4. All documents and accounting records related to the Project implementation may be subject to control. The Beneficiary shall provide access to the above-mentioned documentation.
5. A refusal to submit to control or prevention of control being carried out shall constitute grounds for termination of the Agreement with immediate effect.

§ 9.

Storage of documents

Project documents and accounting documents related to the Project implementation should be kept at the Beneficiary's office for a period of 5 years from the date of the Project completion.

§ 10.

Method and mode of supervision over the performance of the Agreement by the Agency

1. The Agency shall supervise the appropriate implementation 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, requests for any documentation related to the Project, on the date set by the Agency;
 - 2) evaluation of the Reports;
 - 3) authorisation of the Agency Director to suspend the Project financing, in accordance with § 11 of the Agreement.

- 4) authorisation of the Agency Director to terminate the Agreement, in accordance with § 12 of the Agreement.
3. The Beneficiary shall immediately inform the Agency about any problems or irregularities in the performance of the Agreement that threaten or may threaten the proper performance of the Agreement.

§ 11.

Suspension of the financing

1. The Agency Director may suspend the Project financing until the doubts are clarified in the following cases:
 - 1) finding irregularities in the Project implementation or other circumstances threatening its appropriate implementation;
 - 2) failure to submit at least one of the Reports referred to in § 7(1) of the Agreement on time, submission of an incomplete or incorrect Report, the need to submit explanations or corrections in accordance with point 6(6.3) of the Regulations;
 - 3) disbursement of financial resources 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 the Project 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 on suspension of financing along with its justification to the Beneficiary through the Agency's IT system.
3. During the suspension of financing, i.e. from the moment the information on the suspension of financing is entered into the IT system of the Agency 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 regulate those previously incurred. The financial resources disbursed within this period from the Project, apart from financial resources indicated in the preceding sentence, shall be returned to the Agency's bank account indicated in the request for return.
4. If the explanations are accepted or if violations found by the Agency cease to exist, the Agency Director shall resume financing of the Project and shall inform the Beneficiary about it through the IT system of the Agency.

§ 12.

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) is disbursed in breach of the Agreement;
 - 3) Failure to submit the Report(s) within a specified period, as well as 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 the control by the set deadline;
 - 5) The implementation of the Project by the Beneficiary causes other irregularities that make it impossible or futile to continue the performance of the Agreement;
 - 6) The Beneficiary's delays in the Project implementation to the extent that, in the opinion of the Agency, it is unlikely that the Project will be implemented within the deadline specified in the Agreement or Application;
 - 7) The Beneficiary provided false or incomplete statements or documents to obtain financing;
 - 8) The Beneficiary submitted information which does not correspond to the facts in the Application, Reports or other documents constituting annexes to the above;
 - 9) The Beneficiary refuses to submit to the control or makes it difficult to carry out the control, pursuant to § 8(5) of the Agreement.
2. The Agency shall also be entitled to terminate the Agreement with immediate effect if, due to organisational and legal changes at the Beneficiary, the implementation of the Agreement would be jeopardized.
3. If the case of termination of the Agreement, 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 calendar days from the date of termination of the Agreement. From the financial resources returned after the deadline referred to in the first sentence, statutory interest shall be charged as for delay, starting on the day following the day on which the deadline expired.

4. The Agreement may be terminated by the Parties under an agreement of the Parties in the event of circumstances that prevent or may significantly impede the performance of the Agreement.
5. In the event of termination of the Agreement for reasons referred to in this paragraph, the Beneficiary shall not be entitled to compensation.

§ 13.

Settlement of the Agreement and return of allocated financial resources

1. The Agency Director shall settle the Agreement after the acceptance of the Final Report, referred to in § 7(1)(4) of the Agreement, consisting of a substantive and financial part.
2. As a result of the settlement, the Agreement may be deemed:
 - 1) performed;
 - 2) performed with identified irregularities – with the return of some financial resources;
 - 3) not performed – with the return of all financial resources.
3. The financial resources not used for the Project implementation shall be returned along with the Final Report submitted to the Agency, referred to in § 7(1)(4) of the Agreement. Unused funds returned after this date shall be subject to statutory interest as for delay starting from the day following the date on which the deadline for returning the above-mentioned funds expired.
4. Financial resources used incorrectly shall be returned to the Agency's bank account within 14 calendar days from the date of the call for their return. Financial resources used incorrectly, returned after the deadline referred to in the first sentence, shall be subject to statutory interest as for delay, starting from the day following the day on which the deadline expired.

§ 14.

Promotion and license

1. The Beneficiary shall mark all prepared works, materials and documents created under or in connection with the Project, which are made public or intended for the target group, by placing on them the following elements in a visible place:
 - 1) the Agency's logotype, available for download from the website www.nawa.gov.pl,
 - 2) information:

a) "Project financed by the Polish National Agency for Academic Exchange as part of the International Academic Partnerships"

or

b) "The project is financed by the Polish National Agency for Academic Exchange" (in audio products, information about financing by the Agency must be read during the recording).

2. The Beneficiary declares that:

1) All works within the meaning of the Act of 4 February 1994 on copyrights and related rights (i.e. Dz. U. of 2017, item 880, as amended) that the Beneficiary will use in the course of performance of the Agreement, as well as those created during its performance or as a result of its performance, shall be original, without unauthorised borrowings from third parties' works and shall not infringe the rights of third parties, in particular copyrights and personal rights of such persons;

2) The Beneficiary shall acquire rights, including proprietary copyrights and all authorisations to exercise dependent rights and moral rights from the persons within whom the Beneficiary will cooperate in the implementation of the Project, and shall obtain irrevocable permits from those persons to perform dependent copyrights, moral rights and to introduce changes to works without the need to agree them with persons who are entitled to moral rights;

3) The Beneficiary shall not make disposals of the rights, including proprietary copyrights to materials to the extent that would prevent their use by the Agency and disposal in the fields of exploitation specified in paragraph 3;

4) In the event that third parties submit any claims concerning the Agency's use of works for which the Beneficiary granted a license pursuant to paragraph 3, the Beneficiary shall take all legal steps at its expense and risk to ensure adequate protection of the Agency against such third party claims, and in particular shall replace the Agency or, in the absence of such possibility, accede to the Agency in any proceedings pending against the Agency, and shall compensate the Agency for any costs that the Agency may incur or will be obliged to pay to third person as a result of a claim or court action regarding the threat or infringement of copyright, license, patent, registered design or trademark rights that the person submits in connection with exploitation of those works by the Agency.

3. On the day of the creation of the work within the meaning of the Act of 4 February 1994 on copyrights and related rights (i.e. Dz. U. of 2017 item 880, as amended), the Beneficiary, as part of the project, grants a non-exclusive licence to the Agency for unlimited use of

works created in connection with or as a result of the Project and for their disposal, for an indefinite period, without territorial restrictions, for statutory purposes of the Agency, conducting promotional and marketing activities, promoting the Programme and other programmes and activities of the Agency, in the fields of exploitation including:

- 1) in the scope of preservation and reproduction – production of copies of works by any technique including printing, reprography, magnetic, optical, analogue or digital, technique; in any system or format; on any carriers, including audio or video media, paper or similar, photosensitive, magnetic, optical disks, memory chips, computer media or other recording or storage media;
- 2) in the scope of trade of the original or produced copies of works - marketing, rental, lending;
- 3) in the scope of dissemination of the original or the produced copy in a different way than specified in point 1:
 - a) all broadcasting and rebroadcasting, including by means of wired or wireless vision or sound, by terrestrial stations, via satellite, in cable, telecommunications, multimedia or other transmission systems, in a non-coded or encoded manner, in an open or closed circuit; in any technique (including analogue or digital), system or format, with or without the possibility of recording, including text, multimedia, Internet, telephone or telecommunications services;
 - b) all public access to produced works (including audiovisual works) in such a way that everyone can have access to it in a place and time chosen by them, including via terrestrial stations, via satellite, cable, telecommunications or multimedia networks, databases, servers or other devices or systems, including third parties, in an open or closed circuit, in any technique, system or format, with or without the possibility of recording, including also the websites mentioned in point (a);
 - c) all public broadcast, display, performance, including in particular during conferences, presentations, training sessions, meetings;
- 4) making compilations and alternations;
- 5) using in other works;
- 6) translating to other languages;
- 7) distributing the work online and making it available for everyone on the Internet without restrictions;
- 8) using in information and promotional materials;

- 9) using in public presentations;
 - 10) using in press publications, television programmes,
and also allows the Agency to exercise dependent copyright and make available to third parties for the purpose of performing activities/actions referred to in point 1-10 for the Agency.
4. In the case where, after the conclusion of the Agreement, the Agency will need to use the works referred to in paragraph 3 in a manner not provided for in the Agreement, the Beneficiary, as part of the financing received, shall extend the license to fields of exploitation corresponding to the needs of the Agency. The extension of the fields of exploitation shall take place by concluding an annex to this Agreement.
 5. The license, referred to in paragraph 3, shall include the right to sublicensing, which means that the Agency may authorise other persons to use the works within the scope of the obtained license, including the exercise of dependent rights.
 6. The Beneficiary shall not terminate the license agreement during the term of the Project financing and 5 years from the date of completion of the Project.
 7. The Agency will publish on www.nawa.gov.pl in the description of the work the information about the owner of proprietary copyrights and the following information: "Publication was made available with the consent of the author/ heirs of the author. All or any part of it cannot be proceeded or used in commercial purposes."

§ 15.

Evaluation

1. The Beneficiary shall participate in the Programme's evaluation conducted by the Agency, on terms and conditions specified in point 8 of the Regulations, i.e. through:
 - 1) completing the written evaluation questionnaire. The list of questions included in the questionnaire shall constitute Annex 5 to the Agreement. The questionnaire should be sent to the Agency within 15 working days from the date of completion of the Project;
 - 2) participation of the Beneficiary in separate evaluation studies conducted at the Agency's request, in accordance with the adopted research methodology. The Beneficiary may be invited to participate in the study once during the period from the date of commencement of the Project to 3 years after its completion.
2. The Agency declares that the data obtained from the Beneficiary do not affect the terms of payment of the funds granted.

§ 16.

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. Financial resources may be transferred without the consent of the Agency within the budget of one task, subject to § 16(4).
3. Financial resources may be transferred between the budgets of individual tasks up to 10% of the value of the budget of the cheaper task without the consent of the Agency, subject to § 16(4).
4. Budget transfers shall not cause an increase of the category "Costs of salaries and royalties".
5. Amendments that meet the conditions described in § 16(2), (3), (4) shall be demonstrated, described and justified in the current Reports sent to the Agency.
6. The amendment of the advance payment date, referred to in § 6, shall be made through notification of the Beneficiary and shall not require the conclusion of an annex to the Agreement. The amendment indicated in this paragraph will depend on the availability of financial resources allocated for the Beneficiary's project.
7. Updates to the payment schedule in submitted and accepted partial Reports, in accordance to § 6(2), subject to § 7(3), shall not require an annex to the Agreement.

§ 17.

Force majeure

1. The Parties shall be exempted from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. By force majeure, the Parties understand an event or combination of events beyond the Beneficiary's control, which generally hinder the performance of its obligations under the Agreement, which the Beneficiary could not have foreseen or prevent and overcome by acting with due diligence.
3. A Party may invoke force majeure only if, immediately, but no later than within 14 calendar days, it shall inform the other Party in writing about the force majeure, including a

description of the situation or incident, the expected duration of force majeure and foreseeable effects of force majeure.

4. The Parties shall take necessary measures to reduce the damage caused by force majeure and shall make every effort to resume the performance of the Agreement as soon as possible.

§ 18.

Personal data protection

1. The Beneficiary shall use personal data in accordance with the generally applicable provisions on information security and personal data protection, in particular, 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 (GDPR). This applies to situations in which the Beneficiary is – in relation to personal data, a data administrator, processor or recipient.
2. In particular, the Beneficiary shall:
 - 1) ensure that persons having access to personal data on the Beneficiary's side:
 - a) are authorised by the Beneficiary to process them;
 - b) keep them secret both during the period of cooperation with the Beneficiary and after its completion;
 - 2) the use of appropriate technical and organisational measures to ensure the security of data processing, in accordance with Article 32 of GDPR;
 - 3) designate a Data Protection Officer (DPO) in a situation where the regulations of the GDPR so require;
 - 4) cooperate with the Agency in the scope of personal data protection, in particular personal data of persons related to the Project.

§ 19.

Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
2. All correspondence, except for the cases of using IT system of the Agency provided for in the Agreement, bearing the number of the Agreement, related to the implementation of the Agreement, shall be conducted in writing and sent to the following addresses:

- 1) Agency:
Polish National Agency for Academic Exchange (NAWA)
ul. Polna 40, 00-635 Warszawa;
- 2) Beneficiary:.....
3. In the event of a change in the data referred to in paragraph 2, the Party affected by the change shall notify the other Party of this fact no later than within 14 days from the change of data. Until the 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.
4. In matters not covered by the Agreement, generally applicable provisions of the law shall apply, in particular of the Act on the Polish National Agency for Academic Exchange, the Civil Code and the Regulations.
5. 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.
6. If the Parties fail to reach an agreement through consultations, disputes shall be resolved by a common court competent for the registered office of the Agency.
7. Documents listed in the List of annexes shall constitute an integral part of the Agreement.
8. The Agreement has been drawn up in two identical copies, one for each Party.

Agency

Beneficiary

Annexes (List of annexes to the Agreement):

- 1) Application;
- 2) Regulations;
- 3) Template of Partial Report and Final Report;
- 4) Payment schedule;
- 5) Questionnaire:
 - a) evaluation;
 - b) evaluation, covering 12 months after submission of the final report.