**AGREEMENT NO. …/…**

concluded in Warsaw (hereinafter referred to as: **"the Agreement"**), between:

**the Polish National Agency for Academic Exchange** with its registered office in Warsaw, address: ul. Polna 40, 00-635 Warszawa, a public legal person operating on the basis of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange (Journal of Laws of 2019, item 1582), tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180,

hereinafter referred to as **"the Agency"**,

represented in accordance with the rules of its representation for the purpose of conclusion of this agreement,

and

Mr./Ms. **[name and surname]**, residing at **[address]**, holder of the passport/identity document no. **[number]** issued by **[name of the body]** valid until **[validity date]**,

hereinafter referred to as **"the Beneficiary"**

hereinafter jointly referred to as **"the Parties"**.

The Parties agreed as follows:

**§ 1**

**Subject matter of the agreement**

1. The subject matter of the Agreement is implementation by the Beneficiary of the activities planned under the Ulam Programme - Seal of Excellence (hereinafter "**the Programme**").
2. The activities are consistent with the Beneficiary's application submitted in the Agency’s ICT system (hereinafter **"the Application"**), on the basis of the Agency’s Director decision number **[number]** of **[date]** on granting funds within the scope of the Programme’s implementation (hereinafter **"the Decision"**).
3. The Beneficiary, in accordance with the Decision, was granted funds for the implementation of the activities referred to in Art. 18 item 2 point 1 of the Act on the Polish National Agency for Academic Exchange (Journal of Laws of 2019, item 1582), in the maximum amount of PLN **[amount, format: XXX XXX, XX]** (hereinafter: **"the Scholarship"**).
4. The Agreement shall be implemented by the Beneficiary at the following Institution: **[name]** (hereinafter: **"the Host Institution"**), starting from **[date]** till **[date]**.
5. The Agreement specifies the terms of implementation of the Agreement, financing rules and settlement of the Scholarship, including mutual rights and obligations of the Parties.

**§ 2**

**Terms of performance of the Agreement**

1. The Beneficiary undertakes to implement the Agreement on the basis of:
	1. generally applicable provisions of law,
	2. provisions of the Agreement,
	3. Application submitted under the procedure of the call for proposals under the Programme constituting Attachment No. 1 to the Agreement, in particular for the purpose of conducting the study and activities,
	4. the Programme Regulations, hereinafter referred to as **"the Regulations"**, constituting Attachment No. 2 to the Agreement,
	5. internal regulations in force in the Host Institution, unless they are inconsistent with generally applicable provisions of law and the documents listed in points 2 - 4 above.
2. Declarations made under the call for proposals procedure under the Programme shall be binding during the term of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties in connection with the performance of the Agreement.
4. The Beneficiary shall supervise implementation of the activities planned in the Application and the correctness of spending the allocated funds.

**§ 3**

**Obligations of the Agency**

As part of implementation of the Agreement, the Agency undertakes to:

1. supervise the performance of the Agreement and the correctness of settlement of the funds by the Beneficiary,
2. disburse the funds granted under the Agreement to the bank account opened by the Beneficiary at a bank established in the territory of Poland.

**§ 4**

**Obligations of the Beneficiary**

As part of implementation of the Agreement, the Beneficiary undertakes in particular to:

* 1. implement the envisaged activities in a continuous manner in accordance with the submitted Application, throughout the entire period of implementation of the Agreement,
	2. timely submit the partial report (if applicable) and the final report, the forms of which constitute Attachment 3 to the Agreement, as well as confirm the start of the Project implementation by the Beneficiary,
	3. inform the Agency about changes in the implementation of activities planned in the Application,
	4. immediately inform the Agency about significant problems or irregularities in the performance of the Agreement, including possible dispute with the Host Institution, which threaten or may threaten proper performance of the Agreement,
	5. inform the Agency about changes in the length of his/her stay or the stay of the accompanying persons,
	6. inform the Agency about taking up employment by the Beneficiary's spouse, if the spouse was included in the Application,
	7. inform the Agency on an ongoing basis about his/her special scientific or teaching successes related to the implementation of the Agreement, during the period of disbursement of the Scholarship as well as at the stage of reporting and evaluation,
	8. settle the received funds in accordance with the Agreement,
	9. participate in the evaluation of the Programme in accordance with the Agreement,
	10. possess health insurance in accordance with the Agreement,
	11. meet other requirements specified in the Regulations and the Agreement.

**§ 5**

**Financing rules**

1. The Scholarship shall be transferred to the Beneficiary after signing the Agreement, to the bank account opened by the Beneficiary in a bank with its registered office in the territory of Poland and indicated by him/her in the Agency's ICT system.
2. Payment transfer scheme for scholarships lasting up to 15 months **[if not applicable, the point should be deleted]**:
	1. advance payment - in the amount of 40% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], within 30 days from providing the account number,
	2. partial payment - in the amount of 40% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], within 30 days from the date of submitting the confirmation of the start of the Project implementation,
	3. balancing payment - up to 20% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], within 30 days from the date of approval of the final report by the Agency, unless the financial settlement of the Agreement provides otherwise.
3. Payment transfer scheme for scholarships lasting more than 15 months **[if not applicable, the point should be deleted]**:
4. advance payment - in the amount of 20% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], within 30 days from providing the account number,
5. partial payment I - in the amount of 20% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], within 30 days from the date of submitting the confirmation of the Project implementation by the Beneficiary,
6. partial payment II - in the amount of 40% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX], transferred within 30 days from the date of approval of the partial report,
7. balancing payment - up to 20% of the total amount of financing, i.e. PLN [amount, format: XXX XXX, XX] , within 30 days from the date of approval of the final report by the Agency, unless the financial settlement of the Agreement provides otherwise.
8. Whenever the Agreement mentions the date of transfer of funds to the Beneficiary, as such date shall be considered the date on which the Agency's bank account is debited.
9. The disbursement of funds shall take place, provided that the Agency receives appropriate subsidy for the Programme implementation and the funds shall be available on the Agency's bank account. The Agency shall not be responsible for delays in transferring to it the funds by the Ministry of Science and Higher Education as part of a targeted subsidy.

**§ 6**

**Insurance**

During the term of the Agreement, the Beneficiary shall be obliged to possess at least basic health insurance for all participants of the arrival, taking into account, in particular, insurance of the costs of treatment and transport to the hospital, covering the period of stay in the Host Institution as well as travel to the Institution and return travel.

**§ 7**

**Settlement of the Agreement**

1. The Beneficiary shall be obliged to submit reports on the implementation of the Agreement in the Agency's ICT system in accordance with the Regulations.
2. If the report required by the Agreement is not submitted or an incomplete report is submitted, the Beneficiary shall be obliged to submit or complete the report within 14 days from the date of receiving relevant information. Failure to meet the obligations towards the Agency may constitute grounds for suspending the financing, for requesting the Beneficiary to return the received funds, and for precluding the Beneficiary’s participation in subsequent Agency programs.
3. The Agency shall assess the partial report within 45 days from the submission of a complete partial report.
4. The Agency shall settle the Agreement on the basis of the final report’s assessment within 3 months from the submission of the correct final report by the Beneficiary.
5. The funds considered to be used in breach of the Agreement shall be returned.
6. Unused or incorrectly used funds may be deducted from the balancing payment, for which the Beneficiary agrees or shall be returned to the Agency's bank account within 14 days from the date of the request for their return, if their amount exceeds the balancing payment. On the funds used in breach of the Agreement as well as the funds returned after the time limit referred to in the first sentence, statutory interest for the delay shall be charged, starting from the day following the day on which the time limit has expired.
7. Whenever the Agreement mentions the return of funds, as the day of the return of the funds shall be considered the date on which the Agency's bank account is credited.

**§ 8**

**The method and procedure for supervising the performance of the Agreement**

1. The Agency shall supervise proper 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 or documentation related to the implementation of the Scholarship, within the time limit set by it, not shorter than 7 days,
	2. assessment of reports,
	3. the Agency's right to suspend the Scholarship, in accordance with § 9 of the Agreement,
	4. the Agency's right to terminate the Agreement, in accordance with § 10 of the Agreement,
	5. the right to conduct control during the performance of the Agreement by an employee of the Agency at the place of performance of the Agreement by the Beneficiary in order to verify the correctness of its implementation.

**§ 9**

**Suspension of the Scholarship**

1. If the Agency receives:
	1. information on irregularities in the performance of the subject matter of the Agreement, or
	2. information on the occurrence of circumstances that threaten its proper implementation, or
	3. information on the failure to implement the provisions of the Agreement

the Agency may suspend the payment of the Scholarship until the above circumstances are clarified.

1. Information on suspension of the payment of the Scholarship, along with its substantiation, shall be sent by the Agency to the Beneficiary via the Agency's ICT system.
2. If the explanations have been accepted or if the violations of the Agreement detected by the Agency have ceased to exist, the Agency may resume the payment of the Scholarship and the Beneficiary shall be informed of it via the Agency's ICT system.
3. In justified cases, on the basis of a decision of the Agency Director, it is possible to suspend the implementation of the Agreement for a period not longer than 6 months, if there occur circumstances preventing its implementation. No financing shall be available during the suspension of the Agreement.

**§ 10**

**Termination of the Agreement**

1. If the Beneficiary detects a breach of the Agreement, including in particular the obligations set out in § 4 of the Agreement, or ascertains ignoring signals from the Agency or the Host Institution which are requesting for the improvement of the activity, the Agency may terminate the Agreement, after requesting the Beneficiary and giving him/her an appropriate additional deadline, but not longer than 14 days, for the performance of the Agreement in accordance with its provisions, i.e. cessation of violations, removal or remedying the effects of these violations.
2. The Agency shall be entitled to terminate the Agreement with immediate effect, without requiring the Beneficiary to cease these violations, remove or remedy their consequences, in the following cases:
	1. gross breach of the provisions of the Agreement, which justifies the immediate termination of the Agreement without prior suspension of the Scholarship,
	2. repeated violations of the provisions of the Agreement,
	3. when the Scholarship is not restored within 3 months from the date of its suspension, except in the case of suspension of the Scholarship referred to in § 9 item 4 of the Agreement,
	4. providing false information or giving false declaration by the Beneficiary, including, in particular, false information about the participants of the arrival or a false declaration on the possessed certificate of disability,
	5. confirmation of the Beneficiary's behaviour breaching the legal and cultural standards in force in Poland,
	6. conviction by a valid court judgment for an offense committed intentionally or an intentional tax offense.
3. The Agency shall be entitled to terminate the Agreement in accordance with paragraph 1 or 2 within 30 days, respectively, from the day of expiry of the 14-day period or from the date of obtaining information about the circumstances indicated therein.
4. Termination of the Agreement shall require a written or documentary form, otherwise null and void.
5. In the event of termination of the Agreement by the Agency, the Beneficiary may be required to return all funds received together with statutory interest for delay calculated from the date of transfer of these funds by the Agency till the date of their return, within 14 days from the date of termination of the Agreement. As the date of return of the funds shall be considered the date on which the Agency's account is credited.
6. The Agreement may be terminated by mutual agreement of the Parties in the event of circumstances which prevent or may significantly impede the performance of the Agreement. The parties shall define the terms and conditions, including financial terms, of the termination of the Agreement.

**§ 11**

**Promotion and dissemination of the image**

1. The Beneficiary shall be obliged to place the full name of the Agency in English language on all publications resulting from the implementation of the Agreement (the Polish National Agency for Academic Exchange).
2. Publications, works, materials and documents as well as other results not marked in accordance with item 1, shall not be treated as the results of the Agreement and shall not be taken into account during its settlement.
3. Under the Agreement, the Beneficiary shall grant the Agency permission to disseminate his/her image as well as film and promotional materials with his/her participation recorded in connection with the implementation of the Scholarship without any time and territorial restrictions.
4. The consent referred to in item 3 shall cover the use of the Beneficiary’s image by the Agency or other persons acting on behalf of the Agency, recording and reproducing the image of the Beneficiary through any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including on the Agency’s website, exhibitions and electronic publications, for the Agency's promotional and marketing purposes, in connection with the pursuing the Agency's statutory objectives.
5. The Beneficiary authorizes the Agency to disseminate information about the Project, including its assumptions, objectives, results achieved, etc.

**§ 12**

**Evaluation**

1. The Beneficiary shall be obliged to participate in the evaluation of the Programme carried out by the Agency on the terms and conditions specified in the Regulations, i.e. by sending the evaluation survey with the final report, template of which is attached as Attachment 4 to the Agreement.
2. As part of the Programme evaluation, the Beneficiary shall also be obliged to take part in evaluation studies commissioned by the Agency, in accordance with the research methodology adopted by the Agency. The parties agree that the Beneficiary may be required to participate in the study once during the Scholarship disbursement period and once within 2 years from the end of the Scholarship.
3. The Agency guarantees confidentiality of opinions and information provided by entities participating in the evaluation and declares that the data obtained under it shall not affect the terms of payment of the granted funds.
4. The Beneficiary is also obliged to participate in evaluation studies conducted by the Ministry of Science and Higher Education on the terms specified by the Ministry of Science and Higher Education.

**§ 13**

**Force majeure**

1. The Parties shall be relieved from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. By force majeure, the Parties shall understand in particular external occurrences lying beyond the control of the Parties, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, which occurred after the conclusion of the Agreement.
3. As force majeure referred to in item 2, the Parties shall also consider a persisting state of emergency as well as the state of the epidemic, the occurrence of an epidemic, pandemic, an act of public authorities on which the infringing Party had no influence and which could not have been prevented by exercising due diligence.
4. A party may only invoke the occurrence of force majeure if it immediately, but not later than within 3 days, informs the other Party of the occurrence of force majeure together with a description of the situation or occurrence, the expected duration of force majeure and its foreseeable consequences.
5. The Parties shall be obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
6. In the event of occurrence 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.

**§ 14**

**Change of the Agreement**

1. Any changes to the Agreement shall require an annex concluded in writing or in a documentary form, otherwise null and void, unless the Agreement provides otherwise. The Beneficiary shall be obliged to submit a fully substantiated application, specifying the proposed amendments to the Agreement.
2. The Beneficiary shall be entitled to make changes to the activities planned in the Application upon the Agency's consent. The legitimacy of the changes shall be assessed by the Assessment Team. Any changes made should be described in the subsequent Report – partial or final one.

**§ 15**

**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, in particular the provisions of the Act on the Polish National Agency for Academic Exchange and the Civil Code shall apply.
3. The Parties agree that Polish law shall govern the obligations under the Agreement.
4. Disputes arising from the performance of the Agreement shall be settled by the common court territorially competent for the venue of the registered office of the Agency.
5. The Beneficiary shall be obliged to notify the Agency within 14 days of the change of essential data entered in the Agreement, including the change of name and address, under the pain that any actions performed by the Agency with the use of the outdated data shall be effective towards the Beneficiary.
6. The Annexes to the Agreement constitute its integral part.
7. The Agreement was concluded in a documentary form via the Agency's ICT system referred to in Art. 14 of the Act on the Polish National Agency for Academic Exchange and shall enter into force upon its acceptance by the last Party.

Attachments:

1. Application submitted in the Agency's ICT system
2. Programme Regulations available at: www.nawa.gov.pl
3. Partial and final reports form available at: www.nawa.gov.pl
4. Evaluation survey available at: www.nawa.gov.pl