

Attachment no 3 to the Programme Regulations

AGREEMENT NO .../...

concluded in Warsaw between:

The Polish National Agency for Academic Exchange, with its registered office at Polna 40, 00-635 Warsaw, Poland NIP (tax identification number): 5272820369, REGON (statistical identification number): 368205180,

hereinafter referred to as the “**Agency**”

represented by its legal representative in accordance with its principles of representation to conclude this Agreement,

and

Mr/Ms **[first name and surname]**, residing at **[address]**, holding a passport No **[number]** issued by **[name of authority]**, valid until **[date]**,

hereinafter referred to as the “**Beneficiary**”

hereinafter collectively referred to as “the Parties”

reading as follows:

§1

Subject of the Agreement

1. The subject of the Agreement is the implementation of the measures planned in the Application submitted for the Ulam Programme – Medium-term mobility of scientists (hereinafter “the Programme”) by the Beneficiary.
2. The measures are implemented in accordance with the Beneficiary's application submitted via the ICT system of the Agency (hereinafter referred to as “the Application”), based on the Agency Director's Decision No **[number]** of **[date]** on the allocation of funds under Programme implementation (hereinafter referred to as “the Decision”).
3. Pursuant to the Decision, the Beneficiary has been granted funds for the implementation of measures in the form of a Scholarship, referred to in Article 18(2)(1) of the Act on the Polish National Agency for Academic Exchange (Dz. U. (Journal of Laws) of 2017, item 1530, as amended), in the maximum amount of PLN **[amount, format: XXX XXX.XX]** (say: **[amount in words:]** and PLN 00/100) (hereinafter „Scholarship”).
4. The Beneficiary shall implement the Scholarship in the following institution: **[name and address in Polish]** (hereinafter “Host institution”), between **[date]** and **[date]**.
5. The Agreement lays down the conditions for the Scholarship's implementation, the rules governing its funding and settlement of funds, as well as the Parties' mutual rights and obligations.

§2

Terms and conditions of the Agreement

1. The Beneficiary shall implement the Agreement pursuant to:
 - 1) generally applicable provisions of the law,
 - 2) provisions of the Agreement,
 - 3) the Application submitted in the call for applications procedure for the Programme, in particular research and activities specified therein,
 - 4) the Regulations of the Programme applicable as at the Agreement conclusion date, hereinafter referred to as “Regulations”,
 - 5) internal regulations in place at the Host institution unless they contradict the generally applicable laws and documents listed in points 2–4 above.
2. Statements submitted as part of the recruitment procedure for 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 arising from the implementation of the Agreement.
4. The Beneficiary supervises the implementation of measures under the Scholarship and the correct spending of granted funds.

§3

Obligations of the Agency

Under the Agreement the Agency undertakes to:

- 1) exercise supervision over the Agreement’s implementation and the Beneficiary’s correct settlement of funds,
- 2) transfer the funds granted under the Agreement to the Beneficiary’s bank account opened at a bank having its registered office on the territory of Poland.

§4

Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) implement the planned measures on a continuous basis in accordance with the submitted Application, throughout the entire duration of the Scholarship,
- 2) timely submit the interim report (if applicable) and the final report, templates of which constitute annexes to the Regulations, confirmation from the Host institution referred to in the Regulations,
- 3) inform the Agency about any changes in the Scholarship implementation;
- 4) immediately inform the Agency about any significant problems or irregularities in the implementation of the Agreement, including a potential dispute with the Host institution, that threaten or are likely to threaten the proper implementation of the Agreement.
- 5) inform the Agency about any changes in the length of their stay or the stay of persons accompanying them,
- 6) inform the Agency about the Beneficiary’s spouse taking up employment, if they are covered by the Application,
- 7) inform the Agency about their noteworthy scientific and/or didactic achievements related to the Scholarship implementation;
- 8) settle the accounts on received funds in accordance with the Agreement,

- 9) participate in the Programme evaluation in accordance with the Agreement,
- 10) have health insurance in accordance with the Agreement,
- 11) comply with other requirements as specified in the Regulations and in the Agreement.

§5

Rules of financing

1. The Scholarship shall be paid to the Beneficiary following the signature of the Agreement, to a bank account opened by the Beneficiary at a bank having its registered office on the territory of Poland, indicated by the Beneficiary in the ICT system of the Agency.
2. Payment scheme for Scholarships lasting from 6 to 12 months **[if not applicable, this point should be deleted]**:
 - 1) advance payment – 40% of total funding, *i.e.* PLN **[Amount, format: XXXXXX.XX]**, within 14 days from providing the account number
 - 2) partial payment – 40% of total funding, *i.e.* PLN **[Amount, format: XXX XXX.XX]**, transferred within 14 days from date of submitting the confirmation of the Beneficiary's visit to NAWA and at least one month to implement appropriate measures
 - 3) balance payment – 20% of total funding, *i.e.* PLN **[Amount, format: XXX XXX.XX]**, transferred within 14 days from NAWA's approval of the final report unless the financial settlement of the Scholarship provides otherwise.
3. Payment scheme for Scholarships lasting over 12 months **[if not applicable, this point should be deleted]**:
 - 1) advance payment – 20% of total funding, *i.e.* PLN **[Amount, format: XXXXXX.XX]**, within 14 days from providing the account number
 - 2) partial payment I – 20% of total funding, *i.e.* PLN **[Amount, format: XXX XXX.XX]**, transferred within 14 days from date of submitting the confirmation of the Beneficiary's visit to NAWA and at least one month to implement appropriate measures
 - 3) partial payment II – 40% of total funding, *i.e.* PLN **[Amount, format: XXX XXX.XX]**, transferred up to 14 days from approving the interim report;
 - 4) balance payment – 20% of total funding, *i.e.* PLN **[Amount, format: XXX XXX.XX]**, transferred within 14 days from NAWA's approval of the final report unless the financial settlement of the Scholarship provides otherwise.
4. Whenever the Agreement refers to the date of transferring funds to the Beneficiary, the date shall be the date of debiting the Agency's bank account.
5. 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 liable for delays in the transfer of funds from the Ministry of Science and Higher Education as part of a specific grant.

§6

Insurance

1. For the duration of the Agreement, the Beneficiary shall be obliged to have at least basic health insurance for all visit participants, including in particular insurance for medical treatment and costs of transport to the hospital, including the stay in the Host institution and the trip to the Institution, as well as the return journey.

2. Beneficiaries being a national of one of the European Union Member States, provided they have insurance there, shall be obliged to hold at least the European Health Insurance Card.

§7

Settlement of the Agreement

1. The Beneficiary is obliged to submit reports on the implementation of the Scholarship to the ICT system of the Agency in accordance with the Regulations.
2. In the case of a failure to submit the report required by the Agreement or a submission of an incomplete report, the Beneficiary is obliged to correct or complete the report within 14 days of receiving the information about said shortcomings. The failure to fulfil obligations with respect to the Agency may constitute the basis for suspension of funding, for calling on the Beneficiary to return the received funds and for excluding the Beneficiary from the Agency's subsequent programmes.
3. The Agency shall consider the Agreement settled after evaluating the final report.
4. Funds that the Evaluation team deemed spent in breach of the Agreement shall be returned.
5. In the case of transferring funds to the Beneficiary that exceed the due amount following from the financial settlement of the report, the Beneficiary is obliged to return the difference between the amount paid out and the due amount of Scholarship. Any difference will be accounted for in the balance payment.
6. Funds found to be ineligible under project settlement shall be returned to the Agency's bank account within 14 days it calling for such return. Funds used in breach of the Agreement, returned after the deadline referred to in the first sentence, shall incur statutory interest as for delay, starting from the day following the deadline.
7. Whenever the Agreement refers to repayment of funds, the date of repayment shall be deemed to be the date of crediting the Agency's bank account.

§8

Manner and procedure for supervising the implementation of the Agreement

1. The Agency shall supervise the appropriate implementation of the Agreement.
2. Such oversight shall include in particular:
 - 1) supervision on an *ad hoc* basis, in particular the Agency's right to request the Beneficiary to provide an explanation, information or documentation related to the Scholarship's implementation, within a time limit set by the Agency, however, not less than 7 days,
 - 2) evaluation of the reports;
 - 3) authorisation of the Agency Director to withhold the Scholarship pursuant to §9 of the Agreement,
 - 4) authorisation of the Agency Director to terminate the Agreement pursuant to §10 of the Agreement,
 - 5) authorisation to conduct a visit of a NAWA employee during the Scholarship period at the place of performance of the Agreement by the Beneficiary to verify its proper performance.

§9

Suspension of the Scholarship

1. Should the Agency be informed about:
 - 1) any irregularities in the course of the Scholarship, or
 - 2) circumstances jeopardising its proper course, or
 - 3) a failure to comply with provision of the Agreement,the Agency Director may suspend the Scholarship until the doubts have been clarified.
2. The Agency shall send information on the suspension of the Scholarship along with its justification to the Beneficiary through the ICT system of the Agency.
3. If the clarifications are accepted or if violations found by the Agency cease to exist, the Agency Director may resume the Scholarship and informs the Beneficiary about it through the ICT system of the Agency.
4. In justified cases, based on the Agency Director's decision, it shall be possible to suspend the Scholarship for a period of not more than 3 months if there have been factors preventing its implementation. During the suspension, the Scholarship financing shall not be granted.

§10

Termination of the Agreement

1. If the Beneficiary violates the Agreement provisions, including in particular the obligations set out in §4 of the Agreement, or ignores signals from the Agency or the Host institution to improve performance, the Agency may terminate the Agreement with a prior notice to the Beneficiary and an additional appropriate period, no longer than 14 days, to perform the Agreement in accordance with its provisions, *i.e.* to discontinue violations, remove or remedy the effects of the violations.
2. The Agency shall be authorised to terminate the Agreement with an immediate effect, without calling upon the Beneficiary to stop the violations, to address or remedy their effects in the following cases:
 - 1) a gross violation of the provisions of the Agreement, which justifies an immediate termination of the Agreement without a prior suspension of the Scholarship;
 - 2) repeated violations of the provisions of the Agreement;
 - 3) if the Scholarship is not resumed within 3 months from the date of its suspension, except in the circumstances set out in §9(4);
 - 4) the Beneficiary provides false information or a false declaration, in particular false information concerning the visiting participants or a false declaration of holding a disability certificate;
 - 5) the Beneficiary's behaviour is in breach of Polish legal and cultural norms;
 - 6) conviction by a valid court judgement for an offence committed intentionally or for an intentional tax offence.
3. The Agency shall be authorised to terminate the Agreement under paragraphs 1 or 2 within 30 days from the expiry of the 14-day period or from the date the Agency is informed of the circumstances indicated therein.
4. The termination of the Agreement shall be null and void unless made in writing.
5. If the Agreement is terminated, the Beneficiary shall return all the funds received along with a statutory interest as for the delay, calculated from the date of transfer of these funds by the Agency to the date of their return, within 14 days from the date of termination of the Agreement. The date of return shall be the date of crediting the funds to the Agency's account.

6. The Agreement may be terminated by an agreement between the Parties in the circumstances that prevent or may significantly impede the performance of the Agreement.

§11

Image promotion and dissemination

1. The Beneficiary shall be obliged to include the full name of the Agency in English (Polish National Agency for Academic Exchange) in all publications made due to the performance of the Scholarship.
2. Publications, works, materials and documents as well as other outputs unlabelled in accordance with paragraph 1 shall not be deemed an effect of the Scholarship and will not be taken into account in its settlement.
3. Within the framework of the Agreement, the Beneficiary shall give the Agency their consent to disseminate their image as well as video and promotional materials containing their image created under the Scholarship, without any time or territorial limitations.
4. The consent referred to in paragraph 3 shall include the use of the Beneficiary's image by the Agency or by other persons acting on commission of the Agency, recording and reproduction of the Beneficiary's image by any medium, in particular publication in newspapers, periodicals, reports, folders, publications on the Internet, including the Agency's website, at exhibitions and in electronic publications, for promotional and marketing purposes of the Agency in connection with the implementation of the statutory objectives of the Agency.

§12

Copyright

1. The Beneficiary declares that he/she holds economic copyrights over the work resulting from the performance of the Agreement.
2. The Beneficiary shall provide the Agency with all the works referred to in paragraph 1 and upon their provision shall grant the Agency a non-exclusive licence free of charge to use them under 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.

§13

Evaluation

1. The Beneficiary shall participate in the Programme's evaluation conducted by the Agency, on terms and conditions specified in the Regulations, *i.e.* by sending an evaluation questionnaire, whose form is attached to the Regulations, along with the final report.
2. As part of the evaluation of the Programme, the Beneficiary shall also be required to participate in evaluation studies conducted at the Agency's request, in accordance with the adopted study methodology. The Parties jointly agree that the Beneficiary may be obliged to

participate in the study once during the course of the Scholarship and once within 2 years of the conclusion of the Scholarship.

3. The Agency shall guarantee confidentiality of opinions and information submitted by the bodies participating in the evaluation and declares that the obtained data shall not affect the payment conditions for the funds allocated.

§14

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, in particular: external events beyond the control of the Parties, affecting the performance of the Agreement and being of extraordinary, unforeseeable and unavoidable nature, which occurred after the conclusion of the Agreement.
3. A Party may invoke the occurrence of the circumstances of force majeure only if, without delay, but no later than within 3 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 its foreseeable effects.
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.

§15

Amendments to the Agreement

1. Any amendments to the Agreement shall be null and void unless an annex is concluded in writing or documented otherwise, unless the Agreement provides otherwise. The Beneficiary shall submit a written and fully justified Application, specifying the proposed amendments to the Agreement.
2. Upon the consent of the Agency, the Beneficiary shall be entitled to make changes to the activities and actions planned in the Application. The relevance of the changes shall be assessed by the Team. Any changes made should be described in the forthcoming interim or final report.

§16

Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
2. In matters not covered by the Agreement, the provisions of the Act on NAWA, the Civil Code, other applicable provisions and the Regulations shall apply.
3. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
4. The Beneficiary shall be obliged to notify the Agency within 14 days of any change in the relevant data provided in the Agreement, such as a change in the name and address. Should the Beneficiary fail to do so, any action undertaken by the Agency using the outdated data shall be effective with respect to the Beneficiary.
5. The Agreement shall enter into force following its signature by the other Party.
6. The Agreement has been drawn up in two identical copies, one for each Party.



For the Beneficiary:

(signature)

Place, date¹

For the Agency:

(signature)

Warsaw, _____

Place, date

¹ TO BE FILLED IN BY THE BENEFICIARY