

IDENTIFICATION CARD OF THE AGREEMENT

AGREEMENT DATA			
1. Agreement number	[number]	2. Project duration	[number of months or days]
3. Project start date	[date]	4. Project end date	[date]
DATA OF THE FELLOW			
5. Fellow	[name and surname]		
6. Address	[address]		
7. Passport No. (only if there is no PESEL number)	[number]		
8. PESEL (if applicable)	[number]		
9. IBAN (PLN account number)	[number]		
10. SWIFT	[number]		
FINANCING			
	Funds awarded (%)	Amount	Due date
11. Funds awarded	100%	[amount] PLN	
12. Advance payment 1	[number %]	[amount] PLN	[date]
13. Advance payment 2	[number %]	[amount] PLN	[date]
14. Balance payment	[number %]	[amount] PLN	[date]
REPORTING			
15. Interim report	Reporting period	From [Project start date] to [date as per the Announcement]	The report must be submitted within 14 days from the end of the reporting period in accordance with the Announcement.
16. Final report	Reporting period	From [Project start date] to [Project end date]	The report must be submitted within 30 days from the date of completion of the Project.

STATEMENT BY THE FELLOW

I hereby confirm that the above data is consistent with the factual and legal status and acknowledge that the page of the Agreement constitutes an integral part thereof.

**Agreement No. [agreement number]**

hereinafter referred to as the “Agreement”

concluded in Warsaw, between:

The Polish National Agency for Academic Exchange – a state legal person established under the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw at Polna 40, 00-635 Warsaw, NIP number: 5272820369, REGON number: 368205180, hereinafter referred to as the “Agency”, represented by its legal representative for the purpose of concluding the Agreement,

and

Mr./Mrs. [name and surname], residing at [address], passport no.: [number]/ or PESEL number: [number], hereinafter referred to as the “Fellow”,

hereinafter jointly referred to as the “Parties”

reading as follows:

**§ 1**

**Subject of the Agreement**

1. The subject of the Agreement is the implementation by the Fellow of activities consisting in the implementation of the project, hereinafter referred to as the “Fellow ship”, co-financed by the Agency, in accordance with the decision of the Director of the Agency No. [number] of [date], constituting Appendix 5 to the Agreement (hereinafter referred to as the “Decision”), under the [Programme name] Programme, hereinafter referred to as the “Programme”.
2. The Director of the Agency granted the Fellow financial resources for the implementation of the Fellow ship in the maximum amount of [amount] zloty, [in words], hereinafter referred to as the “Financial Resources”.

**§ 2**

**Terms of implementation of the Agreement**

The Fellow ship will be implemented in accordance with:

- 1) the announcement, constituting Appendix 2 to the Agreement, hereinafter referred to as the “Announcement”, and subsequently
- 2) Regulations of the programmes of the Polish National Agency for Academic Exchange – programmes for natural persons, constituting Appendix 3 to the Agreement, hereinafter referred to as the “Regulations”,
- 3) The Agreement, including the Identification Card of the Agreement with the Fellow, constituting Appendix 1 to the Agreement,
- 4) an application for participation in the Programme, to the extent accepted for implementation by the Agency in accordance with the Decision constituting Appendix 4 to the Agreement, hereinafter referred to as the “Application”.

**§ 3**

**Obligations of the Fellow**

The Fellow is obliged to fulfil the obligations specified in the Announcement, in particular in the Regulations, including:

- 1) storing documentation related to the performance of the Agreement;
- 2) applying rules regarding information and promotion.

#### **§ 4**

##### **Funding Policy and Return of Funds**

1. The funds will be transferred to the Fellow to the bank account indicated in Appendix 1 to the Agreement or indicated by the Fellow in another way specified by the Agency, in accordance with the principles set out in the Announcement, and in particular in the Regulations.
2. The disbursement of Funds will be made subject to the Agency having adequate funds for this purpose. The Agency is not responsible for delays in the transfer of funds to it by other entities for the payment of funds referred to in the first sentence.
3. Funds deemed to have been spent in breach of the Agreement shall be returned within 14 days of receiving the request for their return. In the event of failure to return the funds on time, the Agency shall charge statutory interest for late payment.
4. The date of payment or return of funds shall be deemed to be the date on which the Agency's bank account is debited or credited, respectively.

#### **§ 5**

##### **Insurance**

The Fellow is obliged to provide themselves with insurance, specified in the Announcement, for the duration of the Agreement. The Agency shall not be liable for any damages incurred by the Fellow or third parties resulting from the implementation of the Agreement, nor shall the Fellow be entitled to any claims against the Agency, in particular for medical expenses incurred, not covered by the insurance referred to above.

#### **§ 6**

##### **Evaluation rules**

1. The Fellow is obliged to participate in the evaluation of the Programme conducted by the Agency (or other authorized entities indicated in the Regulations), under the terms and conditions specified in the Regulations.
2. The Agency reserves the right to modify the evaluation principles or deadlines within 2 years from the end of the year in which the Agreement is settled, provided that the new evaluation principles or deadlines will not exceed in quantity and time those indicated in the Regulations.
3. In the case referred to in section 2, the Agency will inform the Fellow of such circumstances, indicating the new rules or deadlines via the Agency's ICT system or by e-mail.

#### **§ 7**

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

1. The Agency may carry out controls or audits of the Fellow's activities.
2. The Fellow undertakes to cooperate with the Agency in this respect, and in particular to provide the required documentation related to the implementation of the Fellowship, provide explanations in this respect and take other actions aimed at enabling the implementation of the Agency's rights arising from the Regulations.

## § 8

### Change, termination of the Agreement, force majeure

1. In the event of circumstances resulting or likely to result in changes to the content of the Agreement or its appendices, the Fellow shall report the fact to the Agency immediately, but no later than within 7 days from the date of their occurrence, failing which the Agency shall not recognise them as effective.
2. The Parties agree that all communication between them will take place using the Agency's ICT system.
3. The Parties are exempt from liability for failure to fulfill their obligations under the Agreement due to force majeure.
4. The Parties understand force majeure to mean, in particular, external events beyond the control of the Parties, affecting the performance of the Agreement, of an extraordinary nature, impossible to predict and avoid, which occurred after the conclusion of the Agreement.
5. A Party may invoke the occurrence of force majeure only if it immediately, but no later than within the period specified in section 1, it shall inform the other Party of the occurrence of force majeure together with a description of the situation or event, the expected duration of the force majeure and a description of the foreseeable effects of the occurrence of force majeure.
6. The Parties are obliged to take the necessary measures to limit damage caused by force majeure and to make every effort to resume performance of the Agreement as soon as possible.
7. In the event of force majeure that limits or prevents the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.
8. In the event of any breach of the Agreement by the Fellow, in particular in the scope of his/her obligations, including reporting requirements, the Agency may terminate the Agreement in writing, after prior written notice to the Fellow and setting him/her an additional 14-day period to cease the breach, remove or remedy the effects of the breach of the Agreement.
9. In the event of termination of the Agreement by the Agency, the Fellow is obliged to return all received funds, together with statutory default interest calculated from the date of transfer of the funds by the Agency until the date of their return, within 14 days from the date of termination of the Agreement.
10. The Agreement may also be terminated by the Parties by mutual agreement in the event of circumstances for which neither Party is responsible and which make it impossible to perform the Agreement. In such a case, the Parties shall agree on the terms of returning the funds received.

## § 9

### Consent to dissemination of image

1. The Fellow may give consent to the Agency to disseminate his/her image and film and promotional materials featuring him/her, recorded in connection with the implementation of the Fellowship, without any time or territorial restrictions.

2. The consent referred to in section 1 covers the use of the Fellow's image by the Agency or by other persons acting on behalf of the Agency, recording and reproducing the Fellow's image through any medium, in particular publication in newspapers, magazines, reports, statements, folders, publications on the Internet, including the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the Agency's statutory objectives.
3. The consent form constitutes Appendix 7 to the Agreement.

## § 10

### Final provisions

1. The rights and obligations of the Parties arising from the Agreement may not be transferred to third parties.
2. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code (including the scope of calculating deadlines) or other generally applicable provisions shall apply. In order to avoid any doubts, the Parties indicate that the law applicable to the obligation resulting from the Agreement is Polish law.
3. Disputes arising from the performance of the Agreement will be resolved by a common court having jurisdiction over the seat of the Agency.
4. Any amendment to the Agreement must be made in documentary form under penalty of nullity, unless the Agreement provides otherwise.
5. The Agreement shall enter into force upon its acceptance by the last of the two Parties.
6. The Agreement has been drawn up in documentary/electronic form [if applicable: "in Polish and English, and in the event of any discrepancies, the Polish language version shall be binding"].
7. The Appendices to the Agreement constitute an integral part thereof:
  - 1) Appendix 1 – Identification Card of the Agreement with the Fellow ;
  - 2) Appendix 2 – Announcement available on the website [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 3) Appendix 3 – Regulations of the programmes of the Polish National Agency for Academic Exchange – programmes for natural persons [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 4) Appendix 4 – Application for participation in the Programme available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
  - 5) Appendix 5 – Decision of the Director of the Agency, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>.
  - 6) Appendix 6 – Information clause for the Scholarship Holder
  - 7) Appendix 7 – Consent to image processing

**Information clause regarding the processing of personal data of participants in the Polish National Agency for Academic Exchange programs addressed to natural persons**

Data Administrator	Polish National Agency for Academic Exchange (Agency) Polna 40, 00-635 Warsaw
Purpose and legal basis of data processing	The Agency processes your personal data on the basis of Article 6 paragraph 1 letters b, c, e and f of the GDPR <sup>1</sup> , for the purpose of: <ul style="list-style-type: none"> <li>1) conclusion and implementation of the provisions of the agreement;</li> <li>2) the Agency's fulfilment of legal obligations related to the performance of the agreement, including accounting, tax and archiving obligations, in accordance with applicable law;</li> <li>3) the performance by the Agency of public tasks entrusted to it pursuant to Article 2 of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange;</li> <li>4) determining, pursuing possible claims arising from the performance of the agreement, or defending against them, which constitutes the legitimate interest of the Agency.</li> </ul>
Data processing period	Your personal data will be processed by the Agency for the period resulting from the archival category of documents containing the data, specified in the implementing provisions to the Act of 14 July 1983 on national archival resources and archives.
Sharing/entrusting data	While maintaining all security guarantees, the Agency may make your data available to entities authorized to receive it under the law or transfer it to entities processing it on behalf of the Agency under an appropriate data processing agreement.
Transfer of data to third countries	Your data will not be transferred to a third country or an international organization. In the event that it is necessary to transfer your data outside the European Economic Area, the Agency will provide appropriate safeguards for the transfer of such data and effective legal remedies as specified in Chapter V of the GDPR.
Making decisions based solely on automated processing of personal data, including profiling	Does not occur.
Data subject rights	You can submit a request to the Agency for access to your personal data, rectification of data, transfer of data and restriction of the processing of personal data – pursuant to the principles set out in the GDPR. You may also lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data by the Agency violates the law.
Contact to the data protection officer at the Agency	<a href="mailto:odo@nawa.gov.pl">odo@nawa.gov.pl</a>

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

**CONSENT TO IMAGE PROCESSING**

granted in \_\_\_\_\_, on \_\_\_\_\_

to the **Polish National Agency for Academic Exchange**, with its registered office in Warsaw at Polna 40, 00-635 Warsaw, hereinafter referred to as the "Agency",

by Mr/Mrs \_\_\_\_\_.

1. **I hereby consent to the free processing of my image pursuant to Article 81 paragraph 1 of the Act of 4 February 1994 on copyright and related rights.**
2. **I accept that the use and distribution of my image by the Agency will take place under the following conditions:**
  - 1) The use and dissemination of my image will be for the promotional purposes of the Agency in connection with documenting the performance by the Agency of a task carried out in the public interest, in particular in order to document the project in the implementation of which I am participating.
  - 2) The use and dissemination of my image may occur through publication regarding the Agency's activities through any medium: in newspapers, magazines, reports, folders, electronic publications, including social media and the Agency's websites.
  - 3) The use and distribution of my image will be free of charge, without time or territorial limits.
3. **In connection with the processing of my image:**
  - 1) I hereby waive the right to control and approve each use of my image, including the right to approve the final form of materials in which my image will be used; as well as the right to indicate me as a person shown, in particular to indicate my name and surname.
  - 2) I hereby acknowledge that due to the manner in which my image will be used, it will be publicly available to an unlimited number of people.
4. **I hereby acknowledge that dissemination of an image of a publicly known person, if the image was made in connection with the performance of public functions (professional, social, political), as well as the image of a person constituting only a detail of the whole (e.g. group photos, photos where the image of the person is not the main or basic element of the shot), does not require consent, pursuant to Art. 81 sec. 2 of the Act of 4 February 1994 on copyright and related rights.**

\_\_\_\_\_  
legible signature

1. The administrator of your personal data contained in the form and your image is the Polish National Agency for Academic Exchange (Polna 40, 00-635 Warsaw); you can contact the Data Protection Officer at the Agency at: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).
2. The processing of your image is based on your consent (Article 6, paragraph 1, letter a of the GDPR).
3. Consent to the processing and dissemination of an image may be withdrawn at any time, without affecting the dissemination that took place before the withdrawal.
4. Your image will be deleted from the Agency's registers if you withdraw your consent to its processing or when the purpose of its processing ceases to exist.
5. The data contained in the form will be processed for the purpose of ensuring the accountability of your consent (Article 7, paragraph 1 of the GDPR) and in connection with the possible determination/pursuance of claims or defence against them (Article 6, paragraph 1, letter f of the GDPR).
6. The data contained in the form will be processed until the purpose of processing ceases to exist and then, in connection with any defence against claims, will be processed until the expiry of the limitation period for claims, which results from the Civil Code.
7. Personal data and image may be made available to entities authorized to do so under the law as well as to entities cooperating with the Agency on the basis of a data processing agreement.
8. The data subject has the right to: request the Agency to provide access to their personal data, to rectify it, or to limit processing it, to object to the processing, and to request the transfer of data, whereby each of the rights will be exercised in the cases and under the terms specified in Art. 15-22 of the GDPR. The data subject also has the right to lodge a complaint with the President of the Office for Personal Data Protection regarding the processing of data carried out by the Agency.