

WELCOME TO POLAND PROGRAMME REGULATIONS

Warsaw, April 2019

Table of Contents

1. GENERAL INFORMATION ABOUT THE PROGRAM.....	4
1.1 Program objectives.....	4
1.2 Basic terms and abbreviations.....	4
1.3 Time Schedule of the Program.....	6
2. APPLICATION PROCEDURE	6
2.1 Eligible Applicants.....	6
2.2 Eligible activities	7
2.3 Project implementation period.....	9
2.4 Time and form of submission of applications.....	9
2.5 Required annexes.....	10
2.6 Persons authorized to submit applications	10
2.7 Submitting applications in the system.....	10
3. PROCEDURAE OF EVALUATION AND SELECTION OF APPLICATIONS.....	11
3.1 Applications evaluation process.....	11
3.2 Formal evaluation.....	11
3.3 Substantive evaluation	12
3.4 Substantive evaluation criteria.....	13
3.5 Ranking list and final selection decision	14
3.6 Method of publishing information about the results of call for proposal.....	15
3.7 Appeal procedure.....	15
4. AGREEMENT WITH THE APPLICANT.....	16
5. FINANCING RULES.....	16
5.1 Costs' eligibility period	16
5.2 Project budget	16
5.3 Eligible costs	17
5.4 Ineligible costs.....	19
5.5 Costs actually incurred.....	20
5.6 Payment rules.....	21
5.7 Documenting expenditure.....	22
5.8 Keeping documents.....	23
5.9 Value added tax (VAT).....	23
5.10 Public aid.....	23
5.11 Bank accounts and interest	24
6. REPORTING	24
6.1 Interim report.....	25
6.2 Final report.....	25

6.3 Verification of Beneficiary's reports.....	26
7. PROJECT CHECKS.....	27
8. WITHHOLDING FUNDS AND TERMINATION OF THE AGREEMENT	29
8.1 Withholding funds.....	29
8.2 Termination of the agreement and return of funds	30
9. EVALUATION	30
10. INFORMATION AND PROMOTION.....	31
11. PERSONAL DATA PROTECTION	31
12. CHECKING FINANCIAL CAPACITY OF THE APPLICANT	33
13. CHANGES IN PROGRAM REGULATIONS	34
14. CONTACT WITH NAWA.....	35

1. GENERAL INFORMATION ABOUT THE PROGRAM

1.1 Program objectives

The aim of the Program is to support the institutional capacity of universities holding the Erasmus Charter for Higher Education as well as other higher education and science system units providing education (referred to in point 2.1 of the Regulations) for foreign students, doctoral students and academic staff.

The Program allows for financing the costs related to:

- Improving, through training activities, the competences of teaching, scientific and administrative staff related to rendering services for foreigners;
- developing activities related to internationalization "at home";
- organizational preparation of the university for rendering services for foreign students and staff;
- shaping attitudes of openness and tolerance in the community of teaching, scientific and administrative staff;
- organization of a place dedicated to serving students and foreign staff, so-called Welcome Centre.

The program is implemented as part of the project "Raising the competences of academic staff and the institutions' potential in reception of persons from abroad - Welcome to Poland" under the Operational Program Knowledge Education Development co-financed by the European Social Fund.

The allocation of funds available in the call for proposals amounts to PLN 15 000 000. NAWA makes at the same time the reservation, that the allocation of funds within the call may be increased. The amount of financing for the implementation of a single Project amounts maximally to PLN 500 000.

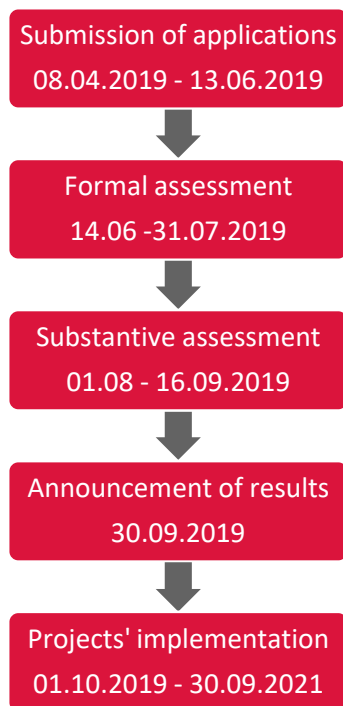
1.2 Basic terms and abbreviations

- 1) **Agency, NAWA** – the Polish National Agency for Academic Exchange;
- 2) **Beneficiary** - a university or other higher education system unit, as specified in point 2.1. of the Regulations, which received funding under the Program and signed the Agreement on the implementation of the Project with NAWA;

- 3) **External expert** - a person from Poland or from abroad who at NAWA's request carries out substantive evaluation of applications for participation in the Program submitted under the call for proposals. External expert may carry out an individual substantive evaluation of applications as a reviewer or be a member of the Evaluation Team;
- 4) **Partner** - an entity which signed a letter of intent with the Applicant and intends to implement the Project jointly in the case it receives financing from NAWA. Unless otherwise stated in the Regulations, the Partner is subject to the same requirements and obligations that apply to the Applicant and to the Beneficiary;
- 5) **Program** – Raising the competences of academic staff and the institutions' potential in reception of persons from abroad - Welcome to Poland;
- 6) **Project** - a set of activities for which funding under the Program is granted;
- 7) **Reviewer** - an external expert who performs individual substantive evaluation of applications submitted as part of the call for proposals for participation in the Program;
- 8) **Agency's IT system** - system in which call for proposal and evaluation of applications submitted by the Applicants is carried out and with the aid of which submission and evaluation of reports prepared by the Beneficiaries will be conducted;
- 9) **Project Participant** - an employee of a university holding the Erasmus Card for Higher Education or an employee of another unit of the higher education and science system taking part in the activities implemented under the Program, in the meaning of *the Guidelines for monitoring the substantive progress of operational programs for years 2014-2020*;
- 10) **Agreement** - agreement signed between the Applicant and NAWA after obtaining positive evaluation of the application and decision of the NAWA Director regarding the implementation and financing of the Project;
- 11) **Application** - the form submitted by the Applicant in the course of the call for proposal procedure to the Program via the Agency's IT system, containing information on the Project prepared by the Applicant;
- 12) **Applicant** – an eligible institution which has submitted or plans to submit an application for participation in the Program, meeting the criteria indicated in point 2.1. of the Regulations;
- 13) **Evaluation team** - a team consisting of external experts, appointed by the Director to carry out the substantive evaluation of applications within the scope indicated in the Regulations.
- 14) **HES** – the Act of 20 July 2018 on the Higher Education and Science (Polish Journal of Laws, item 1668, as amended)
- 15) **PAS** – the Act of 30 April 2010 on the Polish Academy of Sciences (uniform text: Polish Journal of Laws of 2018, item 1475, as amended)

16) RI – the Act of 30 April 2010 on the Research Institutes (uniform text: Polish Journal of Laws of 2018, item 736, as amended)

1.3 Time Schedule of the Program



2. APPLICATION PROCEDURE

2.1 Eligible Applicants

Applications for participation in the Program may be submitted by entities providing education in one of the following categories:

- 1) universities referred to in the HES holding the Erasmus Charter for Higher Education
- 2) the Polish Academy of Sciences in the meaning of the PAS;
- 3) institutes of the Polish Academy of Sciences in the meaning of the PAS;
- 4) research institutes, whose functioning is regulated by the RI;
- 5) international scientific institutes established on the basis of other legal acts operating on the territory of the Republic of Poland.

The project may be implemented in a partnership formula with a Polish or foreign institution. The partners in the project may be: universities, scientific units, non-governmental organizations, public administration units or the private sector.

2.2 Eligible activities

Actions aimed at achieving the objectives of the Program indicated in the Regulations constitute the Program's eligible activities. They include, among others:

1. training support for the teaching, scientific and administrative staff of the Applicant involved in reception of foreign students and staff, in particular in the areas of managerial, intercultural, communication, language, analytical, IT and other competencies of the Program participants – **the obligatory activity. In the case of entities implementing projects under the first call for proposals within Welcome to Poland from 2018, it is not possible to provide the training to the same employees;**
2. activities related to the organizational preparation of the Applicant for servicing foreign students and staff by:
 - 1) adaptation of websites and preparation of mobile applications supporting the process of servicing foreign students and staff;
 - 2) preparation of brochures and guides in foreign languages, containing in particular: a set of information that will facilitate the process of servicing foreign students and staff, a set of practical tips for functioning in the Applicant's environment or the local community of a given city;
 - 3) preparation and distribution of internal acts of the Applicant related to the support of students and staff, customary norms, orders and procedures in two language versions - Polish and English, in order to ensure equal access to information;
 - 4) translation of didactic materials;
 - 5) system of marking the buildings and premises of the Applicant in Polish language or in English language, whose aim will be to increase the comfort and facilitate the acclimatization of new foreign students and staff.
3. developing activities related to "at home" internationalization through:
 - 1) creating groups of mixed national character;
 - 2) preparation of Polish language courses, including preparation of materials for the needs of courses for foreign staff and students;

- 3) building relations between students and employees of the Applicant and foreign students and staff;
 - 4) exchange of experiences regarding functioning in a new environment;
 - 5) enabling access to foreign publications;
 - 6) organizing international meetings/events, conducted in foreign languages, etc.
4. shaping the attitude of openness and tolerance in the academic environment and social environment of the Applicant through;
- 1) organization of meetings/workshops or seminars aimed at intercultural integration;
 - 2) exchange of information regarding the cultures of the countries of origin;
 - 3) carrying out activities in the field of integration of foreign students and staff with the Applicant's community and the city's community.
5. organization of the place dedicated to servicing foreign students and the staff - so-called Welcome Centre through:
- 1) development of the architectural design of the service point;
 - 2) substantive preparation of persons assigned by the Applicant to operate the Welcome Centre;
 - 3) preparation of materials necessary to run the point, in particular in terms of the educational offer of the Applicant.

The proposed activities must be characterized by a high degree of matching the needs of the target group and the objectives of the Applicant and Partners (in the case of projects implemented in a partnership formula).

In the case of submitting more than one application by an Applicant, it is not allowed to copy substantive content between applications nor to propose identical solutions and entries in the substantive descriptions of the applications. It is also unacceptable for the same Applicant to include in the budgets of different applications the same cost items which, in the case of the receipt of funding, would lead to multiplied financing of the same activities.

The Applicant may submit in total not more than 3 applications. Each of the submitted applications will be subject to individual formal and substantive evaluation and, in the case of obtaining financing, will be subject to a separate Agreement. In the case of submitting more than three applications by

one institution, the first three will be subject to evaluation according to the order of their submission in the Agency's IT system.

2.3 Project implementation period

The implementation of a single project must cover **a period of 6 to 24 months**. The project's start date and the date of its completion shall be specified by the Applicant. Project implementation has to be carried out within the time frame ranging between **October 1, 2019 and September 30, 2021**.

2.4 Time and form of submission of applications

The call for proposals in the Welcome to Poland Program will be held between **April 8, 2019 and June 13, 2019, until 3:00 PM of the local time (in Warsaw) exclusively in the electronic form** in the Agency's IT system. Submission of applications after the above date will not be possible.

Sending an application in the system changes the status of the application to "submitted" and the Applicant receives the e-mail message with the application reference number.

Applications under this call for proposals shall be submitted only in Polish language.

The template of the application form will be posted on the Agency's website in English and published for Foreign Partners solely for illustrative purposes.

Submission of the application means that the Applicant accepts the rules set forth in the Program Regulations and in the Annexes.

Applications on behalf of the Partner/s are submitted by the Applicant.

The Applicant is obliged to correctly complete the application in accordance with the guidelines given in the Agency's IT system, which specify in detail the scope of information necessary to enter in each

of the required sections of the application. Substantive information entered in the application by the Applicant have to be included in relevant sections. Placing descriptions in other parts than designated or dividing them between different parts will be a reason for lowering the substantive evaluation of the application or not to award points within the scope of the relevant substantive evaluation criterion.

2.5 Required annexes

The application has to be accompanied by the scans of the following documents:

- 1) Applicant's registration document, unless it is available in the relevant public register, kept in electronic form;
- 2) power of attorney to represent the Applicant in the case when the application is submitted by a different person than person authorized based on the registration documents, the template of power of attorney is attached to these Regulations;
- 3) Partners' letters of intent in the case of applications submitted in a partnership formula, the template of letter of intent is attached to these Regulations.

2.6 Persons authorized to submit applications

The application should be submitted by the authorized person whose scope of representation is evidenced in the registration documents. In the case when the application is submitted by another person than indicated in the registration documents, the Applicant is obliged to attach the scan of the power of attorney for such person. As the person submitting the application shall be considered the person to whom the account is assigned in the Agency's IT system from which the application is submitted.

2.7 Submitting applications in the system

In order to submit the application the following steps are required:

- 1) Registration of the account in the Agency's IT system available at: www.nawa.gov.pl;
- 2) sending the completed application with required annexes electronically via the Agency's IT system.

Only complete applications meeting all the requirements specified in the call for proposals and in these Regulations shall be directed for consideration. If an incomplete application is submitted, the Applicant is requested via the Agency's IT system to complete the application **within 14 days from the date of sending the request** and instructed that failure to complete the application within the deadline will result in the application being dismissed without its consideration. It is possible to amend the application only once in the abovementioned mode.

As incomplete application shall be considered the application without required annexes or the application whose content is incomplete.

It is the Applicant's responsibility to check if the operation of sending the application has been completed correctly.

3. PROCEDURAE OF EVALUATION AND SELECTION OF APPLICATIONS

3.1 Applications evaluation process

Applications are subject to formal and substantive evaluation. Only applications meeting formal criteria are submitted for substantive evaluation.

3.2 Formal evaluation

The purpose of the formal evaluation is to verify the applications in terms of meeting the formal criteria indicated in the Regulations.

If there is any doubt as to the Applicant's status, NAWA may ask the Applicant for additional documents or explanations. The information of the need to supplement/provide explanations to the application shall be sent electronically as a notification from the Agency's IT system to the Applicant's e-mail address.

In communication with the Applicant regarding the completion of the application, NAWA hereby determines that the correspondence will be conducted via the Agency's IT system.

Not complying with the indicated form of communication may result in not accepting the supplements submitted by the Applicant through other means of communication. The applicant is obliged to regularly check correspondence in the Agency's IT system after submitting the application.

Dismissed without their consideration shall also be the applications:

- 1) submitted after the deadline specified in the call for proposals;
- 2) failing to meet the formal criteria set forth in the call for proposals for participation in the Program.

Formal evaluation shall be carried out by NAWA employees. The applicants shall be informed via the Agency's IT system of the outcome of the formal evaluation.

3.3 Substantive evaluation

At the stage of the substantive evaluation, the application may obtain a maximum of 100 points. The components of the evaluation include:

- 1) evaluation conducted by two reviewers (arithmetic mean of both scores);
- 2) evaluation conducted by the Evaluation Team.

The Evaluation Team appoints reviewers whose assignment will be to assess applications. The results of the reviewers' evaluation are presented to the Evaluation Team. The Team's task is to assess the applications - using reviewers' opinions - and to formulate the final substantive justification for each application. The Team, having the decisive impact on the final evaluation of the application and its rank on the ranking list, takes into account the evaluation criteria set out in the Regulations and the quality of the application in relation to other applications subject to evaluation.

The evaluation by the Team is conducted for all applications that have successfully passed the formal evaluation, regardless of the number of points awarded by the reviewers.

In the event that more than one application receives the same number of points, the Evaluation Team decides on the applications' order on the ranking list.

The application which receives less than 60 points in total as a result of the evaluation will be considered as not meeting the quality requirements, which means a negative substantive evaluation result. Such application will not be eligible to receive financing even if there are sufficient financial resources in the Program.

The names of external experts performing substantive evaluation under the Program are not made available. NAWA publishes annually the joint alphabetical list of external experts participating in the evaluation of applications in a given calendar year, for all programs.

3.4 Substantive evaluation criteria

When evaluating applications, the following criteria are taken into account:

No.	Description of the criterion	Reviewer's score	Evaluation Team's score
1.	Analysis of the Applicant's (or partnership's) needs/problems and target groups which are to be addressed by the implementation of the Project	0-15	0-15
2.	Objectives of the Project and their compliance with the objectives and strategy of the Applicant as well as the objectives of the Program	0-10	0-10
3.	Target groups for which the Project is designated	0-10	0-10
4.	Project activities along with the rationale and the results of the Project together with their influence	0-27	0-27
5.	The feasibility of the Project resulting from the Applicant's potential and experience as well as the way the Project is managed, monitored and evaluated	0-18	0-18
6.	Costs efficiency of the implementation of the planned activities	0-20	0-20
Total:		0-100	0-100
Weight of the evaluation:		0,4	0,6
Maximal final score of the application		100 pt.	

At the stage of the substantive evaluation, the application may obtain a maximum of 100 points. The components of the substantive evaluation constitute:

- 1) evaluation by two reviewers, each of whom may award a maximum of 100 points, whereas the final evaluation of the Application will take into account the arithmetic mean of the scores awarded by both reviewers multiplied by 0.4 (i.e. the maximum 40 points);
- 2) evaluation by the Evaluation Team, which may award a maximum of 100 points, while the final evaluation of the Application will take into account the evaluation by the Team multiplied by 0.6 (i.e. the maximum of 60 points).

3.5 Ranking list and final selection decision

After completion of the evaluation, the Evaluation Team shall prepare the ranking list of applications together with the recommended amount of funding and submit it for approval to the NAWA Director. The ranking list shall include:

- 1) applications with positive substantive evaluation, qualified for financing;
- 2) applications on the reserve list - with positive substantive evaluation, which may receive financing provided that funds will be released due to the failure to sign the Agreement with another Applicant which has been qualified for financing;
- 3) applications rejected due to negative substantive evaluation - the application, which will be awarded less than 60 points as a result of the final evaluation will be considered as not meeting the quality criteria, which means a negative substantive evaluation and lack of financing.

Based on the ranking list, NAWA Director shall make the final decision on accepting or not accepting for financing applications submitted under the call. The NAWA Director may decide not to grant funding for applications which received positive substantive evaluations and are included in the ranking list. The reasons for such refusal will be:

- 1) exhaustion of funds within the call for proposals;
- 2) organizational and legal changes of the Applicant causing the risk of improper implementation of the Project;
- 3) default by the applicant to fulfil its obligations/liabilities towards NAWA;
- 4) obtaining by NAWA the information that affects the process of allocating funds for the implementation of the Project.

3.6 Method of publishing information about the results of call for proposal

The Director shall issue the decision on granting or refusing to grant funds under the Program. The list of entities to which funding has been granted, including their names, and the granted amount, will be posted on NAWA's page in the Public Information Bulletin (*Biuletyn Informacji Publicznej*).

3.7 Appeal procedure

The applicant, after receiving information of the application being not considered or the information of the decision of NAWA Director refusing to grant funding, may request the Director to review the case in the event of formal deficiencies in the process of granting the funds.

The request for reviewing the case may include reservations regarding only formal issues in the process of awarding the funds and not the merits of the substantive evaluation. Submitting the request based on another reason will result in the issuance of the decision stating the inadmissibility of submission of such request.

The request for reviewing the case shall be submitted to the Director within 14 days from the date of the receipt of the decision or the receipt of information on the application being not considered to the following address:

Narodowa Agencja Wymiany Akademickiej
ul. Polna 40
00-635 Warszawa.

In the case of:

- 1) issuing the ruling stating the inadmissibility of submission of the request for reviewing the case,
- 2) issuing the Director's decision on refusal to grant the funds if the request for reviewing the case is accepted,
- 3) issuing NAWA Director's decision on the refusal to grant the funds or the decision upholding the Director's decision on refusal to grant the funds

the Applicant may file a lawsuit with the Voivodship Administrative Court in Warsaw (*Wojewódzki Sąd Administracyjny w Warszawie*) at: ul. Jasna 2/4, 00-013 Warszawa. The lawsuit shall be submitted via Director of the National Agency for Academic Exchange located under the address:

ul. Polna 40, 00-635 Warszawa, within 30 days from the date of delivery of the above mentioned decision or ruling.

4. AGREEMENT WITH THE APPLICANT

In the decision awarding the scholarship, NAWA shall specify the activities and deadlines in which the Applicant should perform them under the pain of resignation from the conclusion of the Agreement.

Conclusion of the agreement with the Applicant shall be effected on the basis of the final decision by NAWA to grant the funds under the Program following the successful completion of the formal and substantive evaluation of the application. The template of the agreement is attached to the Regulations.

If an Applicant fails to conclude the agreement with NAWA, the financing may be granted to the Applicant who is next in the ranking list.

5. FINANCING RULES

5.1 Costs' eligibility period

The costs' eligibility period is specified in the Agreement:

- 1) the initial eligibility date - the starting date of the Project implementation entered into the Agreement, however, not earlier than October 1, 2019;
- 2) the final eligibility date - the final date of the Project implementation entered in the Agreement, however, not later than September 30, 2021 (there is a possibility of incurring expenses until the submission of the final report, provided that these expenses relate to the costs of the Project implementation period and will be included in the final report).

5.2 Project budget

The maximal amount of financing for the implementation of a single project is PLN 500 000.

The total cost of the Project includes only the direct eligible costs indicated by the Applicant in the detailed budget proposal. Incurred expenses have to be directly related to the implementation of the

Project. The costs directly related to the implementation of the Project are those that relate to substantive tasks (i.e. eligible costs of individual tasks implemented by the Beneficiary under the Project, which are directly related to these tasks), are necessary to achieve the Project's objectives and will be incurred in connection with the implementation of the Project. Under the Project the so-called indirect costs, i.e. administrative costs not directly related to the main subject of the Agreement (e.g. costs of a coordinator, project management, evaluation, etc.) will not be financed.

It is unacceptable to finance the same expenses from two different sources (double financing). In the event of detection of cases of double financing (at any stage of the Project), NAWA shall consider such expenses as ineligible.

The Beneficiary will be required to keep separate financial and accounting records of funds received for the implementation of the Project in accordance with the Polish Accounting Act (*ustawa o rachunkowości*), in a way that allows identification of individual accounting operations.

In the case of Projects implemented in a partnership formula, the Beneficiary shall be responsible towards NAWA for the correct settlement of the Project.

5.3 Eligible costs

The main categories of eligible cost under the Program are described below.

1. **Costs of remuneration of persons directly involved in the implementation of the Project, including:**
 - 1) persons conducting trainings, lectures and other events;
 - 2) persons introducing changes to websites and creating mobile applications;
 - 3) persons preparing substantive or graphic brochures/guides, system of English language marks and other materials necessary for the implementation of the project;
 - 4) persons translating didactic materials;
 - 5) persons preparing internal acts related to the support of foreign students and staff;

Costs of remuneration shall include the costs of employment contracts, performance incentives or other components of remuneration as well as the costs of civil law contracts.

Note: the remuneration costs may not exceed 30% of the Project's value.

2. Costs of organization of trainings or meetings and other events in Poland or abroad:

- 1) costs of renting rooms;
- 2) catering services (coffee breaks, lunch);
- 3) preparation of informational and educational materials (including costs of materials' duplication, purchase of materials for the needs of an organized event);
- 4) costs of purchasing an external training service - possible only in the case of trainings addressed to the Beneficiary's staff;
- 5) other costs directly related to the organization of the event.

3. Travel expenses - incurred in connection with the implementation of the Project:

- 1) travel costs – of the Applicant's employees incurred in connection with domestic or foreign travels necessary for the implementation of the Project;
- 2) travel costs - of persons co-implementing the Project (e.g. trainers, experts, speakers) incurred in connection with domestic or foreign travels necessary for the implementation of the Project;

Travel costs include in particular travel costs from the place of residence to the destination, costs of visas, costs of health insurance, civil liability insurance, accident insurance, maintenance costs include, in particular, accommodation and per diems.

4. Costs of purchasing other goods and services necessary to implement the Project:

- 1) costs of purchasing access to foreign publications;
- 2) costs of adapting websites and development of mobile applications supporting rendering services for foreign students and staff (without hardware devices, the cost of which should be covered by the Applicant's own funds).
- 3) costs of preparation and production of guides, brochures, as well as other information and education materials in paper or electronic version;
- 4) costs of translation of the above materials created during the implementation of the project;
- 5) costs of marking the buildings and premises of the Applicant;
- 6) other costs directly related to the implementation of the Project and necessary to achieve its objectives.

Costs will be considered eligible only if they meet all the following conditions:

- 1) they comply with the provisions of national law, including compliance with the arm's length principle or public procurement law (if applicable);
- 2) they are supported by accounting documents and entered into the financial and accounting records of the Beneficiary;
- 3) they are actually incurred during the Project implementation period specified in the Agreement governing project implementation and financing; an exception to the above rule shall be depreciation;
- 4) they are relevant for the objectives of the Welcome to Poland Program;
- 5) they are necessary for the Project's implementation and comply with the catalogue of authorized activities within the Project;
- 6) they are calculated rationally based on market prices and comply with the requirements of the applicable tax and social legislation;
- 7) they are proportional to the planned activities and necessary to implement the Project;
- 8) they are used solely for the purposes of the Project and its expected results in a manner consistent with the principles of economy, efficiency and effectiveness;
- 9) they are specified in the financial part of the final report on the Project's implementation;
- 10) they include VAT only in cases where it is not possible to deduct it or recover it under the national VAT legislation.

The purchases of fixed assets or intangible assets used to support the process of project implementation that enable a one-off including among costs the expenses incurred for the purchase of such assets (with the initial value lower than PLN 3 500) may be considered as eligible within the Project.

The costs of depreciation of fixed assets and intangible assets used to support the project implementation process may be considered as eligible in the Project, provided that they are factually incurred (recorded) during the term of the Agreement. The purchase transaction of an asset or intangible assets subject to depreciation shall take place during the Project implementation period.

Only the part of the depreciation costs that corresponds to the Project implementation period and the actual use for the purposes of the action may be taken into account when determining the eligible costs.

5.4 Ineligible costs

Ineligible costs in the Program include:

- 1) costs of the Applicant's ongoing activity;

- 2) losses resulting from exchange rate differences, commissions related to currency exchange, fees due to interest on overdraft in financial transactions;
- 3) costs incurred outside the Project implementation period;
- 4) loan and loan service costs;
- 5) VAT and other taxes and fees which are refundable under the national law;
- 6) the same costs financed from two different sources (double financing);
- 7) undocumented costs;
- 8) fines, tickets, penalties, costs of court proceedings, accrued interest;
- 9) costs of opening and keeping bank accounts (including costs of transfers from or to the Agency charged by the Beneficiary's bank);
- 10) costs reduced in the Project's budget in the course of the substantive evaluation and specified in the decision granting financial support issued by NAWA Director;
- 11) costs exceeding the limits given in point 5.3, i.e. costs of remuneration exceeding 30% of the Project's value;
- 12) costs specified in the above-mentioned point 11, which will be entered in other cost categories (to avoid the above limits);
- 13) costs of conducting Polish language courses for foreign staff and students;
- 14) costs of purchase of real estate and infrastructure;
- 15) costs of purchase of equipment and facilities;
- 16) renovation and finishing works in buildings and premises.

Financing granted from NAWA resources may not be used to generate profits. Projects may not have commercial character.

In the case of projects implemented with the participation of the Partner/Partners, it is not allowed for the Beneficiary to subcontract the purchase of goods or services to the Partner and vice versa.

Expenses recognized as ineligible by NAWA and related to the implementation of the Project shall be borne by the Beneficiary.

5.5 Costs actually incurred

As the expenditure actually incurred shall be deemed the expenditure incurred in cash terms, i.e. the outflow of cash from the Beneficiary's cash resources or Beneficiary's bank account.

The following dates shall be regarded as the date of incurring the expense:

- 1) in the case of payments made by bank transfer: the date of debiting the account;
- 2) in the case of payments made in cash: the date of actual payment;
- 3) in the case of payments made by credit card: the date of the transaction resulting in debiting the credit card account;
- 4) in the case of depreciation, as date of incurring the expense shall be regarded the date of making the depreciation write-off.

5.6 Payment rules

Payments related to the Project shall be made by NAWA based on the payment schedule constituting the part of the interim report. The payment schedule shall be prepared by the Applicant based on the forecasted need for funds during the implementation of the Project. NAWA stipulates that at least 3 payments will be made, including:

- 1) **advance payment** - 30% of the total funding, transferred to the Beneficiary's bank account indicated in the Agreement within 21 business days after signing the Agreement on the implementation and financing of the Project;
- 2) **interim payments** - in the amount resulting from the payment schedule, paid under the condition that the Beneficiary settles at least 80% of the received payments transferred to the Beneficiary's bank account indicated in the Agreement within 21 working days from the date of approval of interim reports, however, the interim payment shall not be higher than 30% of the project value;
- 3) **the final payment (balancing payment)** - up to 10% of the total funding transferred to the entity within 21 business days after the acceptance of the final report; in particularly justified cases, at the request of the Beneficiary, it is allowed to submit the final report in advance, provided that the Project has been implemented ahead of the planned schedule.

Payments shall be made to the Beneficiary's bank account and the Beneficiary shall be responsible for conducting further financial settlements with Partners (if the Project is implemented in a partnership formula).

NAWA reserves the right to modify the deadline for advance payments. Such modification shall depend on the availability of funds allocated for financing the Program.

5.7 Documenting expenditure

All expenses incurred under in Project have to be documented. The documents confirming the expenses incurred by the Beneficiary (or the Partner) shall be in particular:

- 1) invoices or other accounting documents of equivalent evidentiary value together with confirmations of payments,
- 2) in the case of depreciation: depreciation tables together with accounting documents, e.g. in the form of transaction entry orders or other documents applied by the Applicant indicating the amount of depreciation write-offs.

Accounting documents evidencing Project expenses have to indicate a clear relation with the Project. The description of the document should contain at least:

- 1) the title of the Project and the number of the Agreement;
- 2) the amount of eligible costs to which given document relates;
- 3) the objective of incurring the expenditure;
- 4) item number from the Project budget;
- 5) date of payment.

The description should be placed on the original of the accounting document or should be permanently linked with it. The model description of the accounting document will be made available to the Beneficiaries after signing the Agreement.

In the case of a foreign Partner, the accounting documents should be described at least in the way that the description indicates the relation of the expenditure with the project and confirms the fact that it was incurred within the project.

In the case of documents drafted in a foreign language, the translation of a given document into Polish should be attached with the signature of the person making the translation.

In addition, the usual accounting practices and internal control procedures applied by the Beneficiary have to ensure that the amounts declared may be directly reconciled with the amounts specified in the Beneficiary's accounts and with the amounts indicated in the supporting documents.

Expenditure within the Project (public funds) in accordance with generally applicable regulations have to be incurred in line with the arm's length principle. The Beneficiary is obliged to ensure the arm's length principle with regard to costs incurred in the Project (e.g. application of internal regulations for awarding contracts, application of the public procurement procedure, application of other arm's length procedures).

5.8 Keeping documents

Project documents and accounting documents related to the implementation of the Project have to be stored at the Beneficiary's office for the period of 10 years from the date of completion of the Project. Shall it be necessary to extend this period, NAWA will immediately inform the Beneficiary of it. Any evidence of costs incurred as part of the Projects implemented by the Beneficiary have to be made available to NAWA or other authorized institutions operating for the purpose of checks or audits.

5.9 Value added tax (VAT)

Expenses in the Project may include the cost of the value added tax (VAT). These expenses will be considered as eligible if the Applicant has no legal opportunity to recover them.

The input VAT shall be considered as eligible expenditure only if the Applicant, in accordance with applicable provisions of law, is not entitled to apply for VAT refund or reduction of the amount of tax due by the amount of the input tax. If the Applicant has the above-mentioned right, it is impossible to recognize the expenditure as eligible.

5.10 Public aid

NAWA does not provide the public aid or de minimis aid. The applicant is obliged to submit in the application the statement on the absence of public aid.

5.11 Bank accounts and interest

The Applicant is obliged to open for the purposes of the Project a separate bank account dedicated solely to the Project (account or sub-account).

The interest accrued on the bank account shall be fully returned to NAWA not later than within 30 days from the date of completion of the Project, to the bank account indicated by NAWA, unless separate provisions provide otherwise. The term of interest return shall be the moment when the funds are credited on the NAWA account.

The Beneficiary undertakes to inform NAWA, at its request and within the deadline specified by it, of the amount of funds remaining on the Beneficiary's account referred to above, as of 31 December of a given calendar year.

6. REPORTING

The beneficiary is responsible for timely submission of interim and final reports to NAWA.

Reports (interim and final) shall be submitted in electronic form via the Agency's IT system, with the use of the electronic forms prepared and made available by NAWA, unless the Agency indicates another form of their submission.

Moreover, with regard to personal data of project participants, the Beneficiary will be obliged to submit to NAWA the originals documents: i.e. the project participant's statement and the project participant's personal data form which will be necessary for reporting the data by NAWA in the SL2014 system. Templates of the above mentioned documents constitute annexes to the Agreement with the Applicant.

Reports may include costs that have been incurred and the Beneficiary possesses appropriate accounting evidence. The report should include all dates of payment for a given document. A document which has not been paid in full may not be included in the report.

All amounts provided in the financial reports on the implementation of the Project have to be expressed in PLN. The method of converting expenses incurred by the Partner in a foreign currency into PLN shall be determined by the Beneficiary and Partner on their own.

A properly drafted report is subject to verification carried out by NAWA employees and to acceptance in terms of compliance of the implementation of the Project with the Agreement. NAWA may decide to submit the report to the evaluation by external experts appointed by NAWA Director. After obtaining information on the acceptance of the report, the Beneficiary shall be obliged to issue and provide the Agency with the accounting note for the amount of eligible costs approved in a given report.

6.1 Interim report

The Beneficiary is obliged to submit interim reports on the progress of the Project.

In specifically justified cases (e.g. if the Beneficiary fails to settle 80% of the funds received in the interim report or the Beneficiary has ahead of time settled 80% of the received funds), it is possible to submit an additional interim report at the request of the Beneficiary.

The interim report consists of:

- 1) the substantive part, including the description of the progress of work specified in the Project application;
- 2) the financial part, including the list of incurred expenses and financial progress of the Project.

The template of the interim report is attached to the Agreement.

The interim report shall not be accompanied by supporting documents confirming that the expenditure has been incurred, however, at NAWA's request, the Beneficiary is obliged to provide the required documents.

The interim report shall be submitted within 10 business days from the end of the reporting period to which it relates.

6.2 Final report

The Beneficiary is obliged to submit the final report on the course of the Project implementation covering the entire period of Project implementation indicated in the Agreement. In specifically

justified cases, at the request of the Beneficiary, it is possible to submit the final report ahead of the scheduled time, provided that the Project has been implemented ahead of time.

The final report consists of:

- 1) the substantive part, including the description of the progress of work specified in the Project application;
- 2) the financial part, including the list of incurred expenses and financial progress of the Project.

The template of the final report is attached to the Agreement.

The final report shall be submitted within 30 days from the date of completion of the Project.

No supporting documents confirming incurring of expenses shall be included in the final report, however, at NAWA's request, the Beneficiary is obliged to provide the required documents.

6.3 Verification of Beneficiary's reports

All communication regarding the Beneficiary's reports shall be conducted via the Agency's IT system or electronic mail.

NAWA, within 30 working days of submitting the report, shall verify it and either accept it or submit written comments, to which the Beneficiary is obliged to respond in the form of written explanations or corrections of the report's entries by the date specified by NAWA.

If it is necessary to submit explanations or corrections to subsequent versions of the submitted report, the procedure for submitting comments may be repeated three times.

If the Beneficiary fails to respond within the deadline specified by NAWA or in the event that the report fails to comply with NAWA's requirements, in spite of its triple correction resulting from NAWA's comments, and thus may not be accepted, NAWA may decide to consider the Agreement as not being fully or partially executed and request the refund of financial support in full or in part.

During the verification of the Beneficiary's report, NAWA may request submission, for the purpose of the in-depth control, of additional documents related to the implementation of the Project, in particular regarding the proceedings related to the purchase of goods and services or financial documents.

7. PROJECT CHECKS

Each of NAWA Beneficiaries may be subject to checks and audits. Checks and audits are aimed at verifying the correctness and compliance with the provisions of the Agreement of the method of the received funds management by the Beneficiary and determining the final amount of funds allocated to which the Beneficiary will be entitled, as well as - in the event of irregularities - the right to claim the return of improperly spent funds (also through sett-off, if it is allowed under the relevant provisions).

Moreover, NAWA may carry out the interim or final evaluation of the Project's impact in order to determine to what extent the implementation of specific activities has contributed to the achievement of the Project's objective.

The final report check will be carried out for all Projects.

In addition, each Project may be subjected to further check of documents - "desk check" or on-the-spot check - at the Beneficiary's seat, if the Agreement was included in the statistical sample used for the check required by the Agency or if NAWA selected it for a targeted control of documents in connection with its risk evaluation policy.

For the purpose of the "desk check", the Beneficiary has to provide the Agency with copies of documents confirming the disbursement of received funds (for cost categories settled as costs actually incurred), unless NAWA requests the original documents. After conducting the analysis, NAWA shall return the original documents to the Beneficiary. If the Beneficiary is not entitled, in accordance with applicable provisions of law, to send the original documents, it will be allowed to send copies of the supporting documents.

The beneficiary must bear in mind that for the purposes of any of the checks, NAWA may additionally require the submission of supporting documents or evidence which are provided for another type of check.

The checks will include the following elements:

1) Report check

The report check (substantial and financial) takes place after it is submitted to the Agency via the Agency's IT system. In the case of the final report, the check is aimed at determining the final amount of financing to which the Beneficiary will be entitled.

2) "desk check"

"desk check" constitutes an in-depth control of additional supporting documents carried out at NAWA's office.

At NAWA's request, the Beneficiary is obliged to provide additional supporting documents regarding the budget categories concerned.

3) on-the-spot check

NAWA carries out such checks at the Beneficiary's seat or in another place related to the implementation of the Project. During the check, the Beneficiary has to provide for NAWA's verification the original supporting documents provided both for the report check and the "desk check".

There are two types of on-the-spot check:

1) check at the beneficiary's seat during the implementation of the Project

Such check is carried out during the implementation of the Project, so that NAWA can directly verify the feasibility and eligibility of all activities and participants of the Project.

2) check at the beneficiary's seat after the end of the Project

Such check is carried out after the end of the Project and usually after checking the final report.

In addition to submitting all the supporting documents, the Beneficiary is obliged to give NAWA the access to the records of costs incurred in the Project included in Beneficiary's accounting books.

NAWA also reserves the right to carry out a special check in any of the above mentioned forms. The special check constitutes an ad hoc check in the case of serious reservations to the implementation of the Project or in the event of learning of irregularities during the implementation of the Project.

The Beneficiary may be subject to inspections and audits by administrative bodies.

As a result of a check or audit, the Beneficiary may be summoned within the deadline set forth by NAWA to perform certain activities aimed at restoring the condition that ensures proper implementation of the Project.

NAWA shall supervise the proper performance of the Agreement. The supervision includes in particular:

- 1) ad hoc supervision, in particular NAWA's right to request from the Beneficiary explanations, information or any documentation related to the Project, within the time limit set by NAWA;
- 2) evaluation of reports;
- 3) NAWA Director's right to suspend financing of the Project;
- 4) NAWA Director's right to terminate the Agreement.

8. WITHHOLDING FUNDS AND TERMINATION OF THE AGREEMENT

8.1 Withholding funds

NAWA Director may suspend Project's financing (until relevant doubts are duly clarified) in the case of irregularities in its implementation, failure to submit the interim/final report, spending funds in breach of the Agreement, non-submission of documents or explanations requested by NAWA or refusal to undergo a check.

If the explanations are approved or the violations of the Agreement detected by NAWA cease to exist, NAWA Director will resume financing of the Project and inform the Beneficiary of it through the Agency's IT system.

8.2 Termination of the agreement and return of funds

The agreement may be terminated by NAWA with immediate effect in the case of:

- 1) gross violation of the provisions of the Agreement;
- 2) failure to submit a report(s) within the time limit specified in the Agreement;
- 3) failure to remove irregularities detected as a result of a check within the prescribed period;
- 4) delays of the Beneficiary in the implementation of the Project;
- 5) entering by the Beneficiary false information or false statements in the application or reports

within 30 days from the date of occurrence of the above circumstances.

In the event of termination of the Agreement, the Beneficiary shall be obliged to return the received funds together with interest.

9. EVALUATION

Beneficiary and participants of the Project are obliged to participate in the evaluation of the Program carried out by NAWA. Participation in the evaluation includes:

- 1) sending to NAWA at the end of the Project the evaluation survey. The list of questions contained in the survey will constitute the annex to the Agreement. The survey should be sent to NAWA within 30 days from the date of completion of the Project;
- 2) obliging the project participants to fill in the on-line evaluation survey prepared by NAWA regarding the completed training within 7 days from the end of the training;
- 3) participation of the Beneficiary in separate evaluation studies conducted at NAWA's request. It is assumed that the Beneficiary may be invited to participate in the study once during the Project's implementation period and once within the period of 3 years after the completion of the Project.

NAWA guarantees the confidentiality of opinions and information provided as part of the Program evaluation and guarantees that the data obtained from the Beneficiary as part of the evaluation will have no impact on the terms of payment of the granted funds.

10. INFORMATION AND PROMOTION

The Beneficiary is obliged to mark all materials prepared and documents related to the implementation of the Project, which are made public or intended for the Project's target group, with the mark of the European Funds, the name of the Program, the European Union mark bearing the name: European Social Fund as well as NAWA logo. The set of logos will be available for download at: www.nawa.gov.pl. All information and promotional activities of the Beneficiary as well as any documents which are made public or are used by project participants, including any certificates of participation or other certificates, should contain information about the European Union funding, including the European Social Fund. In audio products, information about financing by NAWA has to be read during the recording.

At NAWA's request, the Beneficiary will be obliged to conclude with NAWA a separate agreement on the transfer of proprietary copyrights, including the exclusive right to grant licenses to use the dependent copyright to works created as part of the Project. Detailed rules shall be specified in the Agreement.

11. PERSONAL DATA PROTECTION

Personal data of Project participants, external experts, Beneficiaries' representatives and Applicants (or Partners) including project staff as well as participants' of meetings, shall be processed in the following databases:

- 1) "Operational Program Knowledge Education Development" (PO WER) and "Central teleinformatic system supporting implementation of operational programs" - the data Controller shall be the minister competent for regional development acting as the Managing Authority for the Operational Program Knowledge Education Development 2014-2020.
- 2) The National Agency for Academic Exchange - the data Controller shall be the National Agency for Academic Exchange represented by the Director of the Agency.

Personal data shall be processed in the databases referred to in point 1. - for the purpose of the implementation of the project entitled 'Raising the competences of academic staff and the institutions' potential in reception of persons from abroad - Welcome to Poland', in particular in order to confirm the eligibility of expenditure, support, monitoring, evaluation, checks, audits and reporting as well as information and promotion activities under POWER.

Personal data shall be processed in the database referred to in point 2. - for the purpose of the call for proposal procedure and evaluation of applications in the Program, selecting applications that will receive funding, performance of agreements related to Project implementation, cooperation between NAWA and project participants after completion of the project implementation, including cooperation within the scope of Project's evaluation, control, and monitoring, NAWA's cooperation with Project participants after its completion aimed at informing them about NAWA programs and activities. Personal data shall be collected in the Agency's IT system, referred to in art. 14 section 1 of the Act of 7 July 2017 on the National Agency for Academic Exchange (Polish Journal of Laws item 1530, as amended).

The Beneficiary will be required to submit together with each report the information about all Project participants, in accordance with the scope specified in the Annex to the Agreement and under the conditions set out in the Guidelines for monitoring, as well as submit the declarations of participants and other persons involved in the implementation of the Project on being informed of the processing of personal data in connection with joining the project co-financed by POWER/participation in the NAWA program.

Personal data of the above persons may be transferred to NAWA employees, persons preparing recommendations, external experts cooperating with NAWA or representatives of Applicants/Beneficiaries within the scope of implementation of the processing purposes in the databases referred to in points 1 and 2.

The legal basis for data transfer is:

- 1) for "Operational Program Knowledge Education Development" and "Central teleinformatic system supporting implementation of operational programs" - art. 6 section 1 letter b and e of the General Data Protection Regulation (GDPR).
- 2) for the National Agency for Academic Exchange database - art. 6 section 1 letter b, c and e of the General Data Protection Regulation (GDPR).

The transfer of data is voluntary, but necessary to take part in the implementation of the Project or NAWA Program. Refusal to provide data results in the inability of the person to participate in the Project or NAWA Program.

Personal data of the above mentioned persons involved in the implementation of the Project will be used at the stage of applications' evaluation as well as for the period necessary for archival purposes, indicated in the office instruction.

Personal data of persons whose applications were considered positively will be kept during the period of applications' evaluation or until they are removed from the NAWA information system, through which applications have been submitted, by the persons making the request.

Each data subject has the right to submit to NAWA or to the minister competent for regional development the request for:

- 1) access to his/her personal data;
- 2) rectification, removal or restriction of use of his/her personal data; or
- 3) the objection to the use of his/her personal data;

- according to the rules set out in the GDPR.

Moreover, each person has the right to file a complaint to the supervisory body (the President of the Personal Data Protection Authority under the address: ul. Stawki 2, 00-193 Warszawa).

Contact details of the Data Protection Officer in the POWER Managing Authority: iod@miir.gov.pl.

Contact details of NAWA Data Protection Officer: Adam Klimowski, odo@nawa.gov.pl.

12. CHECKING FINANCIAL CAPACITY OF THE APPLICANT

NAWA reserves the right to check the Applicant's financial capacity. Financial capability means that the Applicant has stable and sufficient sources of financing to maintain its activity during the Project implementation or for the year in which the grant was awarded as well as to participate in the financing of the Project. The result of the check determines signing of the Agreement.

The financial capacity check applies to **non-public entities** which in a given financial year apply to the National Agency for Academic Exchange for financing in an amount higher than EUR 100 000.

Based on NAWA Director's decision, the Agency may abstain from the Applicant's financial capacity test.

In the case of applications for funding whose value does not exceed EUR 100 000, Applicants have to submit the declaration that they have the financial capacity to implement the Project. Such declaration shall constitute the part of the application form.

Entity applying for funding exceeding EUR 100 000 is obliged, at the request of the Agency, to submit the full version of its financial statements including, in particular the balance sheet and profit and loss account for the period covering the last financial year for which the Applicant's ledgers have been closed.

Newly established entities which do not have the possibility to provide the aforementioned documents, may provide their financial statement or a statement on having the insurance policy, in which the risk taken by the Applicant as part of its activity is covered.

If, after analyzing the above documents, NAWA considers that the financial capacity has not been confirmed or is insufficient, it may carry out the following actions:

- 1) request for further information;
- 2) propose conclusion of the Agreement or issue the decision on granting funds with advance payments covered by financial security;
- 3) propose conclusion of the Agreement or issue the decision on granting funds without advance payments or with limited advance payments;
- 4) propose conclusion of the Agreement or issue the decision on granting funds with advance payments paid in several instalments;
- 5) reject the application.

13. CHANGES IN PROGRAM REGULATIONS

NAWA reserves the right to introduce modifications to these Regulations, however, excluding modifications resulting in unequal treatment of Applicants, unless the need for such modifications is the result of generally applicable provisions of law. The introduced modifications shall be effective from the moment they are published, in a manner analogous to the announcement of the call for proposal. Applications submitted before the publication of the modifications of these Regulations will have to be submitted again by the Applicant if their provisions are inconsistent with the introduced modifications. NAWA shall notify all Applicants who have submitted their applications of the introduced modifications before their publication by sending information via the Agency's IT system. NAWA at the same time reserves the right to introduce in the Regulations corrective modifications, which are of ordering and clarifying character as well as to correct obvious mistakes

without separate notification of such modifications, subject to the condition of publishing the modified wording of the Regulations being binding from the moment of the above publication.

NAWA reserves the right to cancel the call for proposals, in particular in the event of significant changes in legal regulations which affect the terms of conducting the call for proposals, occurrence of force majeure or in other justified cases.

All information necessary for the proper conduct of the call for proposals are made available by NAWA at: www.nawa.gov.pl. It is recommended that persons interested in applying for funds under this call for proposals keep up to date with the above information, as all material information may be found there.

14. CONTACT WITH NAWA

The contact person in matters regarding the Program is:

Łukasz Sybicki

lukasz.sybicki@nawa.gov.pl

tel. + 48 22 390 35 42

Annexes:

- 1) Annexe no. 1 – Template of the Power of Attorney
- 2) Annexe no. 2 – Template of the Letter of Intent
- 3) Annexe no. 3 – Template of the Agreement