



NARODOWA AGENCJA
WYMIANY AKADEMICKIEJ

THE REGULATIONS OF THE INTERNATIONAL ACADEMIC PARTNERSHIPS PROGRAMME

Warsaw, 14 March 2019

Table of contents

Table of contents	2
1. GENERAL INFORMATION ABOUT THE PROGRAMME.....	4
1.1. Aims of the Programme	4
1.2. Basic terms and abbreviations.....	4
1.3. Programme schedule.....	6
2. PROCEDURE FOR SUBMITTING APPLICATIONS	6
2.1. Eligible Applicants.....	6
2.2. Eligible activities	7
2.3. Project implementation timeline	9
2.4. The time and form of submitting applications	9
2.5. Required attachments	10
2.6. Persons authorised to submit applications	10
2.7. Submitting the application in the system	11
3. THE PROCEDURE FOR THE EVALUATION AND SELECTION OF APPLICATIONS.....	11
3.1. The course of the application evaluation procedure	11
3.2. Formal evaluation	12
3.3. Merit-based evaluation.....	12
3.4. Merit-based evaluation criteria	13
3.5. Ranking list and results of the call for applications.....	15
3.6. Mode of publishing information on the results of the call for applications	15
3.7. Appeal procedure.....	16
4. AGREEMENT WITH THE APPLICANT	17
5. PRINCIPLES FOR FINANCING	17
5.1. The period of expenditure eligibility.....	17
5.2. Budget of the Project	17
5.3. Eligible costs	18
5.4. Ineligible costs	21
5.5. Expenditure actually incurred.....	22
5.5. The principles of making payments	22
5.6. Documenting expenditure.....	23
5.7. Storage of documents.....	24
5.8. Value added tax (VAT)	24
5.9. State aid	25
5.10. Bank accounts and interest.....	25



6.	REPORTING.....	25
6.1.	Interim report	26
6.2.	Final report.....	27
6.3.	Verification of the Beneficiary's reports.....	28
7.	PROJECT INSPECTION	29
8.	SUSPENSION OF FINANCING AND TERMINATION OF THE AGREEMENT	31
8.1.	Suspension of financing.....	31
8.2.	Termination of the agreement and return of funds	32
9.	EVALUATION.....	32
10.	INFORMATION AND PROMOTION	33
11.	PERSONAL DATA PROTECTION	34
12.	INVESTIGATING THE APPLICANT'S FINANCIAL CAPACITY	35
13.	AMENDMENTS TO THE PROGRAMME REGULATIONS.....	36
14.	CONTACT WITH NAWA.....	37

1. GENERAL INFORMATION ABOUT THE PROGRAMME

1.1. Aims of the Programme

The aim of the Programme is to develop viable solutions in the area of scientific, implementation and teaching process cooperation, effected within the framework of international academic partnerships.

The results of the project should provide a foundation for the development of a long-lasting cooperation of entities forming a Partnership. Projects implemented under the Programme shall be in line with the long-term development policy of the Applicant.

The allocation of funds available in the call for applications amounts to PLN 50,000,000.00.

The amount of financing available for implementation of a single Project shall amount to:

- 1) a maximum of PLN 1,000,000.00, in the case of implementing a Project with 3 Strategic partners;
- 2) a maximum of PLN 1,500,000.00, in the case of implementing a Project with 4 or 5 Strategic partners;
- 3) a maximum of PLN 2,000,000.00, in the case of implementing a Project with 6 Strategic partners.

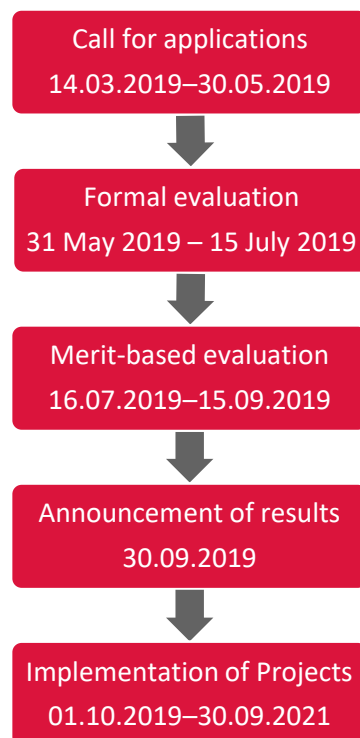
1.2. Basic terms and abbreviations

- 1) **Agency, NAWA** – Polish National Agency for Academic Exchange;
- 2) **Beneficiary** – a HEI or other institutions of the higher education and science system identified in point 2.1. of the Regulations, which was granted funding under the Programme and signed the Project implementation agreement with NAWA;
- 3) **External expert** – a person from Poland or from abroad, commissioned by NAWA to carry out merit-based evaluation of applications submitted under the calls for applications for participation in the Programme. An external expert may perform an individual merit-based evaluation of applications as a reviewer or be a member of the Evaluation Team;

- 4) **Strategic partner** – a HEI or a scientific unit located and registered abroad, which is not financed from the Polish budget and which signed a letter of intent with the Applicant and plans joint implementation of a project should it receive funding from NAWA. The beneficiary must undertake cooperation with 3–6 foreign Strategic partners;
- 5) **Supporting partner** – a partner from Poland may be an entity in the eligible Applicants category, while a foreign Supporting partner is a HEI or a scientific unit. In both cases, these may also be: a non-profit organisation, an institution representing the higher education sector, a local government unit, an organisation owned by an entity within the public finance sector;
- 6) **Programme** – the International Academic Partnerships Programme;
- 7) **Project** – a set of activities covered by funding granted under the Programme;
- 8) **Reviewer** – an External expert carrying out an individual merit-based evaluation of applications submitted as part of the call for applications for participation in the Programme;
- 9) **Agency’s ICT system** – a system by means of which the collection and evaluation of applications submitted by Applicants is carried out and which will be used for the purpose of submitting and evaluating reports drafted by Beneficiaries;
- 10) **Agreement** – an agreement signed between the Applicant and NAWA, once the application receives a positive evaluation and the NAWA Director decides on Project implementation and financing;
- 11) **Application** – a form completed by the Applicant, submitted under the call for applications for participation in the Programme via NAWA’s ICT system and containing information on the Project prepared by the Applicant;
- 12) **Applicant** – an authorised institution which has submitted or plans to submit an application for participation in the Programme and which fulfils the criteria indicated in point 2.1 of the Regulations;

- 13) **Evaluation Team** – a team composed of external experts, appointed by the NAWA Director to carry out a merit-based evaluation of applications, to the extent specified in the Regulations;
- 14) **ALHES** – Act of 20 July 2018 – Law on Higher Education and Science (Journal of Laws (Dziennik Ustaw), item 1668, as amended).
- 15) **APAS** – Act of 30 April 2010 on the Polish Academy of Sciences (Dz. U. of 2018, item 1475, as amended).
- 16) **ARI** – Act of 30 April 2010 on research institutes (Dz. U. of 2018, item 736, as amended).

1.3 Programme schedule



2. PROCEDURE FOR SUBMITTING APPLICATIONS

2.1. Eligible Applicants

Applications for participation in the Programme may be submitted by entities providing education which belong to one of the following categories:

- 1) higher education institutions referred to in ALHES;
- 2) the Polish Academy of Sciences within the meaning of APAS;
- 3) scientific institutes of the Polish Academy of Sciences within the meaning of APAS;
- 4) research institutes within the meaning of ARI;
- 5) international scientific institutes established on the basis of separate provisions, operating in the territory of the Republic of Poland.

HEI or scientific units located and registered abroad which are not financed from the Polish budget and which signed a letter of intent with the Applicant must be Strategic partners in a project.

There must be 3–6 institution acting as Strategic partners in a project.

Entities belonging to the eligible Applicants category may act as a Supporting partner from Poland may be a, while a HEI or a scientific unit acts as a foreign Supporting partner.

In both of these cases, these may also be: a non-profit organisation, an institution representing the higher education sector, a local government unit, an organisation owned by an entity within the public finance sector.

2.2. Eligible activities

Under a project, the Applicant is obliged to plan activities related to implementation, education or research. Activities specified in the application for funding should focus on pursuing international institutional cooperation. It is permissible to carry out individual activities separately with each of the Strategic partners.

The activities proposed must be well-matched to the Applicant's development and internationalisation strategies as well as the objectives of the partnership concluded between institutions.

Project activities may pertain to the following issues:

- 1) developing and implementing cooperation between the Applicant and their foreign Partners in order to develop long-term relations in the area of internationalisation;
- 2) building the Applicant's potential in the international environment through the promotion of best practices and innovative solutions at the Project's centre;
- 3) establishing cooperation with foreign entrepreneurs with the aim to adapt the educational offer of the Applicant to the market needs;
- 4) organizing exchanges/lectures/study visits/industry internships at the premises of Partners or entrepreneurs, including persons involved in scientific research and development works having access to the business entities'/Partners' research and development centres;
- 5) developing modern educational materials, which shall be used in the activity of the Applicant and the Partners;
- 6) developing or designing new educational tools and methods used by the Applicant and Partners;
- 7) developing the quality management system in partner institutions to the extent that it raises the quality of education;
- 8) the Applicant and Partners conducting joint research and development works of international scope (cooperation with enterprises cannot be conducted with the intention of achieving profit);
- 9) preparing and implementing a strategy for dissemination of research results carried out by the Applicant and Partners.

In the submitted application for funding, the Applicant shall describe in detail the key area of cooperation to be undertaken and implemented within the Project, with each Strategic partner. It is permissible to carry out activities going beyond the scope as specified above, however, a detailed justification for the proposed activities and costs must be presented.

The activities proposed must be well-matched to the Applicant's development and internationalisation strategies as well as the objectives of the partnership concluded between institutions.

The Applicant may submit no more than 3 applications in total under the call for applications.

In the event the Applicant submits more than one application, it shall not be permissible to copy the content between the applications or to adopt identical solutions and provisions in the merit-based descriptions of the applications. Also, it shall not be permissible to include identical cost items in the budgets for several applications by the same Applicant, which, should funding be granted, would lead to double-financing of the same activities.

Each of the submitted applications shall be subjected to individual formal and merit-based evaluation, and, should funding be granted, it shall be the subject of a separate Agreement. If the same institution submits more than 3 applications, only the first three of them (selected based on the time of their submission into the Agency's ICT system) shall be forwarded for evaluation.

2.3. Project implementation timeline

The implementation of a single Project must cover a period **of 6 to 24 months**. Starting and completion date of Project implementation shall be defined by the Applicant.

The Project has to be implemented within the period **from 1 October 2019 until 30 September 2021**.

2.4. The time and form of submitting applications

Applications in the International Academic Partnerships Programme may be submitted in the period between **14 March 2019 and 30 May 2019 until 3:00 p.m. local time (Warsaw), solely in an electronic form** in the Agency's ICT system. Applications will not be accepted beyond this deadline.

Submitting the application via the system will result in the status of the application in the system changing to "submitted", and the Applicant will receive an email message containing the application reference number.

Applications in this call for applications shall be submitted in Polish.

The application form will be posted on the Agency's website in English and published only for illustrative purposes for international Partners.

Submitting the application signifies that the Applicant accepts the rules as specified in the Programme Regulations and attachments.

The Applicant shall submit the applications on behalf of the partnership.

The Applicant shall be obliged to complete the application correctly, in adherence to the guidelines included in the Agency's ICT system, providing a detailed description of the information necessary for each of the application's required fields. The information entered into the application by the Applicant shall be entered in the relevant fields. Entering descriptions in sections other than the ones indicated or splitting them between different parts will result in the application receiving a lower score in the merit-based evaluation or not receiving points under the merit-based evaluation's relevant criterion.

2.5. Required attachments

The application must be accompanied by scans of the following documents:

- 1) the Applicant's registration document, unless it is available in a relevant public register kept in an electronic form;
- 2) power of attorney to represent the Applicant, if the application is submitted by a different person than the one indicated in registration documents – a template of the power of attorney constitutes an attachment to these Regulations;
- 3) letters of intent from Strategic partners drawn up in English (a template of a letter of intent is attached to these Regulations);
- 4) letter(s) of intent from Strategic partner(s) drawn up in English or Polish (a template of a letter of intent constitutes an attachment to these Regulations).

2.6. Persons authorised to submit applications

The Application should be submitted by a person authorised to represent the Applicant, whose scope of representation stems from registration documents. If the application is

submitted by a person other than those mentioned in the registration documents, the Applicant shall be obliged to attach a scan of a power of attorney for such person. Person submitting the application shall mean a person to whom the account in the Agency's ICT system from which the application is filed was assigned.

2.7. Submitting the application in the system

In order to submit an application, the person authorised is required to:

- 1) register the application in NAWA's ICT system accessible at www.nawa.gov.pl;
- 2) send the completed application together with the necessary attachments by electronic means via the Agency's ICT system.

Only applications that are complete and meet the requirements specified in the call for applications and these Regulations shall be considered. If the submitted application is incomplete, the Applicant shall be requested to supplement it via the Agency's ICT system **within 14 days from the date of receiving the request**, wherein they shall be informed that failure to comply with this request within the specified deadline shall result in the application not being considered.

It shall be possible to amend an application once in this respect.

The application shall be considered incomplete if it is not accompanied by required attachments or if the contents of the said attachments are incomplete.

It is the responsibility of the Applicant to verify whether the application was sent properly.

3. THE PROCEDURE FOR THE EVALUATION AND SELECTION OF APPLICATIONS

3.1. The course of the application evaluation procedure

Applications shall be subject to formal and merit-based evaluation. Only applications meeting the formal criteria shall be submitted for merit-based evaluation.

3.2. Formal evaluation

The purpose of the formal evaluation is to verify the applications in terms of their adherence to the formal criteria listed in the Regulations.

Should any doubts arise regarding the Applicant's status, NAWA may request such Applicant to provide further documents or clarifications. Information about the need to supplement the application / further clarify its contents shall be sent electronically as a notification from the Agency's ICT system to the Applicant's e-mail address.

In its contacts with the Applicant related to supplementing the application, NAWA establishes that communication shall be conducted via the Agency's ICT system.

Non-compliance with the indicated form of communication may result in not taking into account the supplementing information submitted by the Applicant via other means of communication. After submitting the application, the Applicant is obliged to regularly check the messages in the Agency's ICT system.

Applications shall not be processed, if:

- 1) they were submitted after the deadline designated in the announcement of the call for applications;
- 2) they fail to meet the formal requirements designated in the announcement of the call for applications to participate in the Programme.

Formal evaluation shall be carried out by NAWA employees. Applicants shall be informed via the Agency's ICT system about the result of formal evaluation.

3.3. Merit-based evaluation

At the stage of merit-based evaluation, an application may be awarded the maximum of 100 points. The evaluation includes the following components:

- 1) scores from two reviewers (mean average of both scores);

- 2) a score from the Evaluation Team.

The Evaluation Team shall designate reviewers to whom applications shall be forwarded for evaluation.

The results of the evaluation by reviewers shall be presented to the Evaluation Team. The task of the Team is to assess the applications – based on reviewers’ opinions – and formulate the final merit-based justification for each application. The Team, having a decisive influence on the application’s final evaluation and its position on the ranking list, shall take into account the evaluation criteria specified in the Regulations, as well as the quality of the application in relation to other applications under evaluation. All applications which passed formal evaluation shall be presented to the Team for evaluation, regardless of how they were scored by reviewers.

If more than one application shall receive the same number of points, the order of the applications on the ranking list shall be determined by the Evaluation Team.

An application which scores less than 60 points in the evaluation shall be deemed as not meeting the quality requirements, which translates into a negative merit-based evaluation. Then it shall not receive financing, even if there are sufficient funds under the Programme.

The names and surnames of external experts carrying out the merit-based evaluation in the Programme shall not be disclosed publicly. Every year, NAWA shall publish an alphabetical list of external experts participating in the evaluation of applications in the given calendar year, collectively for all Programmes.

3.4. Merit-based evaluation criteria

The following criteria shall be taken into account when evaluating applications:

Item	Description of the criterion	Score from the reviewer	Score from the Evaluation Team
1.	Analysis of the needs/problems of the Applicant and the concluded Partnership as well as the target groups, which the Project is expected to satisfy	0-15	0-15
2.	Project objectives and their compliance with the Applicant's goals and strategy as well as the aims of the Programme	0-10	0-10
3.	Project's target groups	0-10	0-10
4.	Project activities and justification; Project results and their impact	0-27	0-27
5.	Viability of the Project in light of the Applicant and Partners' capacity and experience and the method of managing, monitoring and evaluating the Project	0-18	0-18
6.	Eligibility of costs related to the implementation of planned activities	0-20	0-20
Total:		0-100	0-100
Weighting:		0.4	0.6
Maximum final score		100 pts	

At the stage of merit-based evaluation, an application may be awarded the maximum of 100 points. The evaluation includes the following components:

- 1) scores from two reviewers, each of whom may award a maximum of 100 points, however, the final evaluation takes into account the mean average value of the scores awarded by both reviewers multiplied by the weighting 0.4 (i.e. max. 40 points);
- 2) scores from the Evaluation Team which may award a maximum of 100 points, however, the final evaluation takes into account the Team's score multiplied by the weighting 0.6 (i.e. max. 60 points);

3.5. Ranking list and results of the call for applications

Having given its evaluation, the Evaluation Team shall draft a ranking list of applications together with a recommended financing amount and present it to the NAWA Director. The ranking list shall include:

- 1) applications which received a positive merit-based evaluation, eligible for financing;
- 2) applications included on the reserve list – those which received a positive merit-based evaluation and which can receive financing under the Programme, provided that an Agreement shall not be signed with one of the Applicants eligible for financing;
- 3) applications rejected on account of negative merit-based evaluation – an application which scores less than 60 points in the evaluation, shall be deemed as not meeting the quality requirements, which translates to a negative merit-based evaluation, making it ineligible for financing.

On the basis of the ranking list the Director shall take the final decision on accepting or rejecting for financing of applications filed in the call for applications. The NAWA Director may decide not to finance applications that are on the ranking list and received positive merit-based evaluations.

The reasons for a refusal of financing include:

- 1) exhausting the funds made available under the call for applications;
- 2) changes to the Applicant's organisational and legal structure posing a risk to proper implementation of a Project;
- 3) the Applicant being in arrears with due liabilities towards NAWA;
- 4) NAWA becoming aware of information affecting the process of allocating funds to the Project.

3.6. Mode of publishing information on the results of the call for applications

The Director shall issue a decision to grant or refuse to grant funding under the Programme. The list of entities which received financing, including their names and the

amount of financing granted, shall be published on NAWA's website in the Public Information Bulletin.

3.7. Appeal procedure

The Applicant, having received information about their application being left out of consideration or the NAWA Director's decision refusing to grant funding, may request the Director to reconsider in the case of any formal infringements occurring in the course of granting funds.

The request to reconsider the case shall only cover reservations related to formal issues in the process of granting funds, and not to the validity of the merit-based evaluation. Submitting the request for reconsideration for other reasons shall result in a decision stating the inadmissibility of the request for reconsideration.

The request for reconsideration should be submitted to the Director within 14 days from the date of the decision or information about the request having been left without consideration, to the following address:

Polish National Agency for Academic Exchange

ul. Polna 40

00-635 Warsaw

When:

- 1) a decision is issued stating the inadmissibility of the request for reconsideration;
- 2) the NAWA Director issues a decision refusing to grant funds in the case the request for reconsideration has been accepted;
- 3) the NAWA Director issues a decision refusing to grant funds or a decision upholding NAWA Director's decision refusing to grant funds;

the Applicant may lodge a complaint with the Regional Administrative Court in Warsaw, ul. Jasna 2/4, 00-013 Warsaw. The complaint shall be lodged through the Director of the Polish National Agency for Academic Exchange located at ul. Polna 40, 00-635 Warsaw, within 30 days from the receipt of the aforementioned decision.

4. AGREEMENT WITH THE APPLICANT

In his decision to grant funds, NAWA specifies the activities which the Applicant should carry out, as well as the deadline for doing so, under the penalty of withdrawing from the Agreement.

The Agreement with the Applicant shall be signed based on the final decision of NAWA on granting funds under the Programme, following successful completion of formal and merit-based evaluation of the application. A template of the Agreement is attached to the Regulations.

In the event the Applicant selected under the call for applications fails to sign an Agreement with NAWA, funding may be granted to the next Applicant on the ranking list.

The Applicant shall sign the Agreement on behalf of the partnership and is responsible for its execution.

5. PRINCIPLES FOR FINANCING

5.1. The period of expenditure eligibility

The period of expenditure eligibility shall be defined in the agreement:

- 1) initial eligibility date – the starting date of the Project entered in the agreement; however, this date shall not be earlier than 1 October 2019;
- 2) final eligibility date – the final date of the Project entered into the agreement; however, this date cannot be later than 30 September 2021 (it is possible for expenditure to be incurred until the date of submission of the final report, provided that such expenditure relates to the costs incurred during Project implementation and are included in the final report).

5.2. Budget of the Project

The amount of funding allocated for a single Project in line with the budget presented by the Applicant and Partners in the application for Project financing shall depend on the number of Strategic partners, with which a project is implemented, and shall amount to:

- 1) up to PLN 1,000,000.00, in the case of implementing a Project with 3 Strategic partners;
- 2) up to PLN 1,500,000.00, in the case of implementing a Project with 4 or 5 Strategic partners;
- 3) up to PLN 2,000,000.00, in the case of implementing a Project with 6 Strategic partners.

The total cost of a Project shall consist solely of direct eligible costs, shown by the Applicant in a detailed draft budget Expenditure incurred shall be directly related to Project implementation. Costs directly related to Project implementation are the costs relating to merit-based tasks (i.e. eligible costs of individual tasks carried out by the Beneficiary under the Project, which are directly related to these tasks), which are necessary to achieve Project aims and will be incurred in relation to Project implementation. Project financing will not cover the so-called indirect costs, i.e. administrative expenses with no direct relation to the main subject of the Agreement (e.g. coordinator's expenses, costs of managing the Project, etc.).

It is inadmissible to finance same expenditure from two different sources (double financing). If cases of double financing are found (at each stage of the Project), NAWA shall deem such expenditure ineligible.

A Beneficiary shall be under obligation to keep separate financial and accounting records of financial resources received for the Project implementation, in accordance with the Accounting Act, in a way enabling identification of individual accounting operations.

In the case of Projects implemented under a partnership, the Beneficiary shall be responsible towards NAWA for the appropriate settlement of the Project.

5.3. Eligible costs

Admissible cost categories in the Programme include:

1. Costs of remuneration of persons directly involved in the implementation of activities under the Project:

- 1) costs of employment contracts, costs of performance allowances or other wage components;
- 2) costs of civil law contracts (including contracts with the Applicant's employees or with external experts and partners).

Note: the total amount of remuneration costs shall not exceed 30% of the Project's value.

2. Travel and accommodation expenses – incurred in relation to the implementation of the Project:

- 1) travel and accommodation expenses incurred by the Applicant's employees in relation to domestic or foreign visits necessary for the implementation of the Project;
- 2) travel and accommodation expenses incurred by the persons co-implementing the Project (e.g. students, experts, speakers) in relation to domestic or foreign visits/returns necessary for the implementation of the Project;
- 3) travel expenses cover in particular costs of travelling from the place of residence to the place of destination, costs of visas, health insurance costs, costs of third-party liability insurance and costs of accident insurance;
- 4) the living allowance covers in particular costs of accommodation and daily allowance.

3. Costs of organisation or participation in meetings, conferences, fairs and other events in the country or abroad

- 1) costs of renting the rooms, equipment and amplification devices;
- 2) hotel (e.g. accommodation for experts and speakers) and catering services (coffee breaks, lunch);
- 3) costs of conference materials (including costs of photocopying materials, costs of purchase of office supplies and consumables for the organised event);
- 4) costs related to disseminating the information about the planned event (e.g. online advertisements);
- 5) other costs directly related to the organisation of the event.

4. Costs of purchasing the other goods and services indispensable for the implementation of the Project:

- 1) costs of drafting, editing, composing and printing information materials and publications (e.g. research results, guides, manuals);
- 2) costs of translation/interpretation;
- 3) costs of purchasing teaching aids of international scope;
- 4) costs of publishing articles and other studies in international journals;
- 5) costs of purchasing consumables necessary for preparation of research activities (e.g. necessary reagents, minor research materials, etc.);
- 6) other costs directly related to the implementation of the Project and necessary to achieve its aims.

Costs shall be deemed eligible only if they collectively meet the following conditions:

- 1) they are actually incurred in the period of Project implementation specified in the Project implementation and financing agreement;
- 2) contribute to the aims of the Programme;
- 3) are compliant with national law, including the principle of expenditure competitiveness or public procurement law (if applicable);
- 4) are substantiated by accounting documents and shown in the Beneficiary's financial documentation and accounting records;
- 5) are taken into account at the stage of drafting the Project budget;
- 6) are indispensable for the implementation of the Project and in line with the catalogue of eligible activities in the Project;
- 7) are reasonably calculated based on market prices and comply with the requirements of existing tax and social legislation;
- 8) are proportionate to planned actions and indispensable for Project implementation;
- 9) shall be used solely for achievement of Project's aim(s) and its expected result(s) in the manner consistent with principles of sound economic management, effectiveness and efficiency.
- 10) shall only cover VAT where it cannot be refunded or recovered under domestic VAT regulations.

- 11) will be shown in the financial part of the interim/final report on the course of the Project;

5.4. Ineligible costs

Ineligible costs in the Programme include:

- 1) costs of daily operations of the Applicant and Partners;
- 2) costs incurred beyond the Project's implementation period;
- 3) losses resulting from exchange rate differences, commissions related to currency exchange, debit interest charges on financial transactions;
- 4) a loan and its servicing costs;
- 5) VAT and other taxes and levies, which are recoverable under national law;
- 6) the same costs financed from two different sources (double financing);
- 7) undocumented costs;
- 8) equipment purchase costs;
- 9) fines, tickets, financial penalties, costs of court proceedings, accrued interest;
- 10) costs of opening and keeping bank accounts (including costs of transfers from or to the Agency collected by Beneficiary's bank);
- 11) costs reduced in the Project's budget in the course of the merit-based evaluation and specified in the decision on financing issued by the NAWA Director;
- 12) costs exceeding the limits established in the Regulations, i.e. costs of remuneration higher than 30% of a project's value;
- 13) remuneration costs specified in other categories to avoid the limit of 30%.

The Beneficiary is not allowed to commission the said Partner to purchase goods or services, or vice versa.

Expenditure deemed ineligible by NAWA and connected to project implementation shall be borne by the Beneficiary.

The financing granted from NAWA funds shall not be used to generate profits. Projects shall not be commercial in nature.

5.5 Expenditure actually incurred

Actually incurred expenditure shall be understood as referring to expenditure incurred in cash terms, i.e. as disbursement of cash from the till or bank account of the Beneficiary.

The following dates are considered to be the dates of incurring expenditure:

- 1) for payments made by bank transfer: the date of charging the account;
- 2) in case of cash payments; the date the expenditure is actually incurred;
- 3) for credit card payments: the date of the transaction debiting the credit card account.

5.5. The principles of making payments

In the case of projects lasting over 12 months, payments under the Project shall take place in accordance with the approved payment schedule, included in the contract for financing of the Project and updated in the submitted interim reports.

Following payments shall be made in Projects:

For Projects lasting up to 12 months:

- 1) **Advance payment** – constituting 80% of total amount of financing, transferred to the Beneficiary's bank account indicated in the agreement within 21 working days following the date of signing the Project financing agreement;
- 2) **Final payment (balancing)** – constituting up to 20% of the total amount of financing, transferred to HEI within 21 working days following the approval of the final report.

For Projects lasting between 12 and 24 months:

- 1) **Advance payment** – constituting 50% of the total amount of financing, transferred to the Beneficiary's bank account specified in the Project financing agreement within 21 working days after signing the Project financing agreement;

- 2) **Partial payment** constituting 40% of the total amount of financing, transferred within 21 working days following the approval of the interim report; in the case of projects lasting more than 12 months, the partial payment shall be made following the approval of the interim report, in which the Beneficiary shall settle at least 70% of the pre-financing expenditure;
- 3) **Final payment (balancing)** – 10% of the total amount of financing, transferred to a HEI within 21 working days following the approval of the final report.

Payments shall be made to the Beneficiary's bank account responsible for further settlements with Partners.

NAWA reserves the right to change the dates of advance payments, such changes shall depend on availability of funds allocated for financing of Projects.

5.6. Documenting expenditure

All expenditure incurred under the Project shall be documented.

The documents confirming the expenditure incurred include invoices or other accounting documents of equivalent evidential value together with proofs of payment.

All accounting records documenting the expenditure incurred in a project should be described in a manner allowing their identification with the project and include at least:

- 1) Project title and agreement number;
- 2) the amount of eligible expenditure to which a given document relates;
- 3) the purpose for which a given expenditure was incurred;
- 4) number of the item in the Project's budget;
- 5) date of payment.

The description should be made on the original of the accounting document or should be permanently attached to it.

In the case of documents drafted in a foreign language, a free translation of a given document into Polish bearing the signature of the translator shall be attached.

In the case of foreign Partners, the accounting documents in the project should be described at least in such a way as to indicate the relation between the expenditure

incurred and the project and to confirm that the expenditure was indeed incurred under the project.

Furthermore, the customary accounting practice and internal inspection procedures used by the Beneficiary must provide for the possibility of direct reconciliation of declared amounts with amounts shown in the Beneficiary's accounting reports and amounts indicated in supporting documents.

Generally binding regulations dictate that expenditure under the Project (public funds) must be incurred in a competitive manner. The Beneficiary shall be obliged to ensure competitiveness in spending funds under the Project (e.g. application of internal purchase order rules, adherence to the legal procedure for public procurements, use of other competitive procedures).

5.7. Storage of documents

Project documents and accounting documents related to the Project implementation should be kept at the Beneficiary's office for a period of 5 years from the date of the Project completion. Should this period need to be extended, NAWA shall immediately inform the Beneficiary. All supporting evidence of the costs incurred under Projects implemented by the Beneficiary shall be made available to NAWA or institutions commissioned by the Agency for the purpose of inspections and audits.

5.8. Value added tax (VAT)

Expenditure under a Project may include the cost of value added tax (VAT). Such expenditure shall be deemed eligible if the Applicant shall not have any legal means to recover it.

VAT paid shall be considered eligible expenditure only when the Applicant, in line applicable legal provisions, shall not be entitled to pursue reimbursement of VAT or reduction of the amount of tax due by the amount of tax accrued. If the Applicant hold the above-mentioned right, deeming the expenditure eligible shall not be possible.

5.9. State aid

Polish National Agency for Academic Exchange does not provide state aid or *de minimis* assistance. The Applicant is obliged to include a statement on the absence of state aid in the application.

5.10. Bank accounts and interest

For the purposes of implementing NAWA's projects, the Beneficiary is obliged to open a separate bank account dedicated solely to NAWA financing. Any interest accrued on the bank account shall be fully refunded to NAWA by 15 December each year at the latest, in line with the records as at 30 November, to the bank account indicated by NAWA, unless stated otherwise in separate regulations. In the case the bank account is no longer used for the purposes of projects financed from NAWA funds, the amounts shall be reimbursed upon the completion of the final project. The date of interest return shall be the moment when the funds are credited to the NAWA's account.

The Beneficiary shall inform NAWA, at its request and on the date specified by the Agency, about the amount of funds remaining on the above-mentioned Beneficiary's account, as of 31 December of a given calendar year.

6. REPORTING

The Beneficiary shall be responsible for the timely submission of reports to NAWA.

Reports shall be submitted in an electronic form via the Agency's ICT system or in another form as specified by the Agency.

The reports may include the expenses that were paid and regarding which the Beneficiary is able to provide relevant accounting documents. The report should include all dates of payment for a given document. A document which was not paid for in full cannot be included in the report.

All amounts indicated in the financial reports from the Project implementation have to be expressed in PLN. The Beneficiary and the Partner determine the method of calculating the expenditure incurred by the partner in foreign currency into PLN on their own.

A correctly drafted report is subject to verification conducted by NAWA's employees and approval in terms of Project implementation being compliant with the Agreement. NAWA may decide to submit the report for evaluation by external experts appointed by the NAWA Director.

After being informed about the acceptance of the report, the Beneficiary is obliged to prepare and submit to the Agency an accounting note for the amount of eligible expenditure approved in a given report.

Reports shall be submitted via the Agency's ICT system and drafted using electronic forms prepared and made available by NAWA, unless the Agency indicates another method for submitting reports.

6.1. Interim report

The Beneficiary shall be obliged to submit a final report from the implementation of the Project covering the entire Project implementation period from the date of signing the Agreement. If the Beneficiary started the Project in the period between the date on which the decision on granting financing was issued and the date of signing of the Agreement, the final report shall cover the entire period from the date on which the Beneficiary started the relevant activities.

In particularly justified cases the Beneficiary shall be allowed to request for submitting the final report early, provided that Project implementation was completed early.

If project implementation period is in the range of:

- 1) up to 12 months - the Beneficiary is obliged to submit one interim report covering half of the implementation period indicated in the Project financing agreement;
- 2) between 12 and 24 months – the Beneficiary shall submit interim reports at least once in every 6 months.

If the Beneficiary started the Project in the period between the date on which the decision on granting financing was issued and the date of signing of the Agreement, the interim report shall cover the period from the date on which the Beneficiary started the relevant activities.

The interim report shall include:

- 1) a merit-based part, including a description of progress of work, separately for each task envisaged in the application for financing of the Project;
- 2) a financial part, including a list of expenditure incurred and the Project's financial progress.

Template of the interim report constitutes an annex to the Agreement.

The interim report shall not be accompanied by source documents proving that the expenditure was incurred. At NAWA's request, the Beneficiary is obliged to provide the required documents.

The interim report shall be submitted within 10 working days from the end of the relevant reporting period.

6.2. Final report

The Beneficiary is obliged to submit a final report from the implementation of the Project covering the entire Project implementation period from the date of signing the Agreement. If the Beneficiary started the Project in the period between the date on which the decision on granting financing was issued and the date of signing of the Agreement, the final report shall cover the entire period from the date on which the Beneficiary started the relevant activities.

The final report shall include:

- 1) a merit-based part, including a description completed work, separately for each task envisaged in the application for financing of the Project;
- 2) a financial part including the summary of expenditure incurred under the different budget items together with their description, final settlement of the Project including the identification of the costs incurred, the amounts of advance payments collected, the amount of balancing payment / returned funds.

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

The final report shall be submitted within 30 days following the end of the Project implementation period.

Reports shall be submitted via NAWA's electronic system and drafted using the forms provided and made available by NAWA.

The final report shall not be accompanied by source documents proving that the expenditure was incurred. At NAWA's request, the Beneficiary is obligated to provide all the required documents.

6.3. Verification of the Beneficiary's reports

All communication pertaining to the Beneficiary's reports shall be conducted via the Agency's ICT system or email.

Within 30 working days from the report submission date, NAWA shall verify and approve the report or provide comments in writing, which the Beneficiary shall respond to via written clarifications and/or correction of the report contents within the deadline set by NAWA.

In case of a necessity to submit clarifications or corrections to subsequent versions of submitted application, the procedure of submitting comments may be repeated three times.

If the Beneficiary does not respond within the time limit set by NAWA or if, despite three submissions by NAWA, the Beneficiary's report does not meet NAWA's requirements and thus cannot be approved, NAWA may decide to deem the agreement as not executed in full or in part and demand the funds be repaid in full or in part, respectively.

In the course of verifying the Beneficiary's report, NAWA may request the submission of additional documents related to Project implementation for an in-depth inspection, in particular documents concerning the proceedings related to the purchase of goods and services or financial documents. All communication pertaining to the Beneficiary's reports shall be conducted via the Agency's ICT system or email.

7. PROJECT INSPECTION

Each of NAWA's Beneficiaries may be subject to inspections and audits. Inspections and audits aim to verify the Beneficiary's appropriate management of received financing in line with the provisions of the Project financing agreement and to determine the final amount of funds granted, to which the Beneficiary shall be entitled, and if any irregularities are identified, the Agency shall be entitled to request the return of incorrectly spent funds (also by issuing a declaration on deduction, if possible under the applicable provisions).

Furthermore, NAWA may carry out an interim or final impact assessment for the Project, in order to establish the degree to which implementation of specific actions contributed to achieving the Project's specified aim.

Verification of the final report shall be carried out for all Projects.

In addition, each of the project may be subject to further "desk" inspection of documents or on-the-spot check - in the seat of the Beneficiary, in case the contract shall be included in a statistical sample used for inspection required by the Agency or if NAWA selected it for a targeted inspection of documents in connection with risk assessment policy it implements. For purposes of report inspection or "desk" inspection of documents, the Beneficiary shall provide the Agency with copies of documents that support the expenditure of funds received (in the case of categories settled on the basis of actually incurred costs), unless NAWA requests the originals. Following the analysis of such documents, NAWA shall return them to the Beneficiary. If the Beneficiary shall not be legally allowed to send original documents, they will be allowed to send copies of such supporting documents.

The Beneficiary must bear in mind that with each inspection NAWA may also request supporting documents or evidence assumed for other types of inspections.

Individual inspections shall include the following elements:

- 1) Report inspection

Report inspection (merit-based and financial) is carried out once the report is submitted to the Agency via its ICT system. Inspection of the final report shall aim to determine the final amount of funding, to which the Beneficiary shall be entitled.

2) “Desk” inspection of documents

“Desk” inspection of documents is an in-depth inspection of additional supporting documents, carried out at NAWA’s registered office.

At NAWA’s request, the Beneficiary shall submit additional supporting documents pertaining to specific budget categories.

3) Inspections at the Beneficiary’s registered office

NAWA shall carry out such inspections at the Beneficiary’s registered office or any other sites relevant to Project implementation. In the course of the inspection, the Beneficiary shall enable NAWA to verify the original supporting documents intended for the inspection of the report or “desk” inspection.

There are two types of on-site inspections of Project implementation:

1) Inspection at the Beneficiary’s registered office in the course of the Project

Such inspection shall be carried out in the course of a Project, so that NAWA can directly verify the feasibility and eligibility of all activities and Project participants.

2) Inspection at the Beneficiary’s registered office following the completion of the Project

Such inspection shall be carried out following Project completion and usually following the final report verification.

In addition to presenting all supporting documents, the Beneficiary must provide NAWA with access to the registry of Project costs incurred under the Project included in the Beneficiary’s accounting records.

NAWA reserves the right to perform an *ad-hoc* inspection in the event of serious reservations about the way in which the Project is executed, or in the case of receiving information on irregularities occurring during the Project.

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

An inspection or audit may result in the Beneficiary being requested to carry out specific activities, within the deadline specified by NAWA, aimed at restoring the condition that ensures the proper implementation of the Project.

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

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

8. SUSPENSION OF FINANCING AND TERMINATION OF THE AGREEMENT

8.1. Suspension of financing

NAWA Director may suspend financing of a Project, in particular until clarification of doubts in case of finding irregularities in its implementation, failure to submit an interim or final report, spending funds in breach of the contract, failure to timely submit documents or clarifications requested by NAWA or refusal to undergo an inspection.

If the clarifications are accepted or if Agreement breaches identified by NAWA are remedied, the NAWA Director shall resume Project financing and inform the Beneficiary about it via the Agency's ICT system.

8.2. Termination of the agreement and return of funds

The contract may be terminated by NAWA with immediate effect, particularly in the following cases:

- 1) gross infringement of the provisions of the agreement,
- 2) failure to submit report(s) within a prescribed time limit,
- 3) failure to remove irregularities found as a result of the inspection within the prescribed period,
- 4) delays in Project's implementation caused by the Beneficiary,
- 5) The Beneficiary giving false information or a false statement in the Application or in the reports

within 30 days from the date on which the above-mentioned circumstances materialised.

In the event the Project financing agreement is terminated, the Beneficiary is obliged to return the received funds along with interest.

9. EVALUATION

The Beneficiary shall be obligated to participate in the Programme evaluation by NAWA.

Participation in the evaluation shall include:

- 1) sending an evaluation survey to NAWA at the completion of the Project. The list of questions included in the survey is attached to the Agreement. The survey shall be delivered to NAWA within 15 working days from the Project completion date;
- 2) participation of the Beneficiary in separate evaluation studies commissioned by NAWA. It is assumed that the Beneficiary may be invited to participate in the study once during the period from the start of the Project until 3 years following its completion.

NAWA guarantees full confidentiality of opinions and information submitted under Programme evaluation and guarantees that the data obtained from the Beneficiary in the course of evaluation shall have no effect on the conditions according to which granted funds are paid out.

10. INFORMATION AND PROMOTION

The Beneficiary is obligated to mark all prepared materials and documents related to the implementation of the Project, which are made publicly available or intended for the target group, with NAWA's logotype available for download at www.nawa.gov.pl. Publications and other fruit of the Project which did not point to the Agency as the institution financing the Project, shall not be considered fruit of the Project and will not be taken into account when the Project is being settled.

If a given scientific article or scientific material is to be published in a foreign magazine thanks to the funding received under the Programme, the author or co-author of this publication affiliated with the Applicant or the Partner shall be obliged to include a note informing that the article/material has been financed from NAWA's funds in its text (e.g. "This article/material has been supported by the Polish National Agency for Academic Exchange under Grant No._"). The absence of such an information may result in the refusal to classify the costs related to this publication as eligible.

If a given scientific article or scientific material is to be published in a foreign magazine thanks to the funding received under the Programme, the Polish National Agency for Academic Exchange recommends the Applicant to immediately make this publication available to the public under a free licence (e.g. Creative Commons Attribution CC BY), at least in the version submitted by the author (preprint), if the publisher's licence does not allow for making the final version of the published text openly available to the public.

Detailed requirements related to copyright and the process of granting licences to NAWA are included in the Agreement, whose template is attached to the Regulations, and may be modified depending on the needs of the Applicant after obtaining NAWA's consent.

11. PERSONAL DATA PROTECTION

NAWA shall be the administrator of personal data. The personal data of Project participants, external experts and representatives of Beneficiaries, Partners or Applicants will be used in accordance with these Regulations for the purposes of:

- 1) conducting the call for applications procedures and evaluating applications in the Programme;
- 2) selecting applications which shall be granted funding;
- 3) executing agreements related to Project implementation;
- 4) cooperation between NAWA and Project participants, including cooperation to promote the Programme.

The personal data of the aforementioned persons may be transferred to NAWA employees, persons preparing recommendations, external experts cooperating with NAWA or representatives of Beneficiaries, Partners or Applicants in relation to the implementation of the goals mentioned above. The legal basis for the transfer of data is Article 6(1)(b) and (e) of the General Data Protection Regulation (GDPR). Transfer of data is voluntary, but necessary to take part in the implementation of a Project or Programme. Refusal to transfer the data shall make it impossible for a specific person to take part in the implementation of a Project or Programme. Pursuant to the provisions of the GDPR, every data subject has the right to request NAWA to:

- 1) access their personal data;
- 2) correct, remove or limit the use of their personal data;
- 3) object to the use of their personal data;

The personal data of the aforementioned persons involved in Project implementation shall be used at the stage of processing applications and for the period necessary for archiving purposes, indicated in the office instruction.

Every data subject shall also have the right to lodge a complaint with the supervisory body (President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).

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

12. INVESTIGATING THE APPLICANT'S FINANCIAL CAPACITY

NAWA reserves the right to conduct an analysis of the Applicant's financial capacity. Financial capacity means that the Applicant has stable and sufficient sources of financing in order to continue with its activities in the course of Project implementation or in the year, for the duration of which co-financing was granted, and to participate in Project financing. Signing of the Agreement shall depend on the result of the analysis.

Verification of financial capacity shall apply to **non-public entities** which in a given financial year apply for financing from the Polish National Agency for Academic Exchange in the amount exceeding EUR 100,000.

Based on the NAWA Director's decision the Agency may forego investigating the Applicant's financial capacity.

In the case of applications for financing whose value does not exceed EUR 100,000.00, the Applicants shall submit a declaration that they have financial capacity required for implementation of a given Project. Such statement is a part of the application form.

The Applicant applying for financing in excess of EUR 100,000.00 shall be required, at the request of the Polish National Agency for Academic Exchange, to submit a full version of their financial statement, including in particular the Applicant's balance sheet as well as the profit and loss account for the period covering the last financial year for which the account records were closed.

Entities which cannot provide the aforementioned documents due to being established recently, may instead provide a financial declaration or a statement on holding an insurance policy, which states the risk taken by the Applicant in their operations.

If, having analysed the aforementioned documents, NAWA decides that financial capacity was not confirmed or is insufficient, it can proceed with the following actions:

- 1) request further information;
- 2) propose to conclude the Agreement or issue a decision on granting co-financing with pre-financing covered by a financial guarantee;

- 3) propose to conclude the Agreement or issue a decision on granting co-financing without pre-financing or it being included in a limited capacity;
- 4) propose to conclude the Agreement or issue a decision on granting co-financing with pre-financing paid in several instalments;
- 5) reject the application.

13. AMENDMENTS TO THE PROGRAMME REGULATIONS

NAWA reserves the right to introduce amendments to these Regulations in the course of a call for applications, with the exclusion of amendments resulting in unequal treatment of Applicants, unless the introduction of such amendments follows from the provisions of generally applicable law. Introduced amendments shall apply from the moment of their publication, effected in the way analogous to the announcement of the call for applications. Applications submitted before the publication of amendments to the Regulations shall be resubmitted by the Applicant if their provisions are not in line with introduced amendments. NAWA will notify all Applicants who submitted their applications prior to publication of the amendments to the Rules, of the amendments by sending information in the Agency's ICT system. At the same time, NAWA reserves the right to introduce organising and clarifying amendments to the Regulations as well as serving to rectify obvious mistakes in the Regulations, without separately informing about amendments introduced, subject to publication of the amended Regulations' contents, which shall also be the moment they enter into force.

NAWA reserves the right to cancel a call for applications, particularly when substantial changes are made to provisions of law affecting the conditions for carrying out a call for applications, instances of force majeure or in other justified cases.

All information necessary to properly carry out a call for applications is published by NAWA at www.nawa.gov.pl website. Entities interested in applying for funds under this call for applications are recommended to familiarise themselves on an on-going basis with information published at this website, where all relevant information shall be published.

The regulations of the call for applications with attachments shall be published in Polish and in English.

14. CONTACT WITH NAWA

The contact person for issues related to the Programme is:

Anna Długolecka

anna.dlugolecka@nawa.gov.pl

phone + 48 22 390 35 44

Annexes:

- 1) Exemplary template of the power of attorney;
- 2) Template of a letter of intent:
 - a) from a foreign Partner, drafted in English;
 - b) from a domestic Partner, drafted in Polish.
- 3) Model agreement.