

Appendix 1 – Agreement Identification Card

**AGREEMENT IDENTIFICATION CARD**

PARTICULARS OF THE AGREEMENT		
<b>Agency decision number</b>	[number]	
<b>Agency Agreement number</b>	[number]	
<b>Programme name</b>	[name]	
<b>Start date</b>	[date]	
<b>End date</b>	[date]	
PARTICULARS OF THE BENEFICIARY		
<b>Beneficiary</b>	[name]	
<b>Address</b>	[street name, building no., premises no. / city/town / no., postcode, city/town]	
<b>Tax identification number NIP</b>	[if applicable]	
<b>PESEL</b>	[if applicable]	
PARTICULARS OF THE BANK		
<b>Account holder</b>	[name]	
<b>Name of the bank</b>	[name]	
<b>IBAN (account number)</b>	[number]	
<b>Currency of account</b>	[currency]	
<b>SWIFT</b>	[if applicable]	
FUNDING		
<b>Allocated funds</b>	[amount]	[Currency symbol]
<b>Advance 1</b>	[amount]	[Currency symbol]
<b>Advance 2</b>	[amount]	[Currency symbol]
<b>Advance 3</b>	[amount]	[Currency symbol]

STATEMENT BY THE BENEFICIARY

I confirm the compliance of the above data with the factual and legal status and acknowledge that this page is an integral part of the Agreement, i.e. Appendix 1.

.....  
*Place, date*

.....  
*signature of the Beneficiary*

Appendix 2 to the Regulations – Project Implementation Agreement Form

**AGREEMENT NO. [ ] / [ ]**

hereinafter "Agreement", entered into in Warsaw by and between:

The Polish National Agency for Academic Exchange – a state legal entity established pursuant to the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw, at ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, REGON: 368205180, hereinafter referred to as "**Agency**", represented by its legal representative for the purposes of entering into the Agreement,

and

[ ], address: [ ], NIP: [ ], REGON: [ ], hereinafter referred to as "**Beneficiary**", represented by:

[ ] /name and surname - [ ] /function/

hereinafter jointly referred to as "**Parties**",

on the basis of the decision of the Agency Director of [ ] to grant funds for the implementation of the Beneficiary's project under the STER Programme – *Internationalisation of doctoral schools*" (hereinafter "Decision"),

reading as follows:

**§ 1**

**Subject of the Agreement**

1. The subject of the Agreement is the implementation by the Beneficiary of the project entitled [ ], in accordance with the application of the Beneficiary referred to in § 3 section 1 item 1 of the Agreement, hereinafter referred to as "Project".
2. The Agreement sets out the conditions for the implementation, funding, as well as the conditions for the settlement of the funds allocated in accordance with the Decision for the implementation of the Project under the STER Programme – *Internationalisation of doctoral schools*, hereinafter referred to as "Programme".
3. The Agency Director granted the Beneficiary funds for the implementation of the Project up to the maximum amount of PLN [ ] (in words: [ ] zlotys and [ ] grosz).

## § 2

### **Project Implementation Period**

The Project will be implemented from  /day-month-year/ to  /day-month-year/.

## § 3

### **Terms and Conditions for the performance of the Agreement**

1. The Beneficiary undertakes to perform the Agreement based on:
  - 1) Beneficiary's application submitted in the call for applications procedure for the Programme in the Agency's ICT system, hereinafter referred to as "Application", in particular the results to be achieved and the task to be performed, as well as the Project schedule and budget; attached as Appendix 2 to the Agreement;
  - 2) the Regulations of the Programme, hereinafter referred to as "Regulations", attached as Appendix 3 to the Agreement;
  - 3) the Beneficiary's Handbook, available on the Agency's website;
  - 4) internal regulations in force for the Beneficiary provided that they are not contrary to the Agreement and the documents listed in items 1–3 above.
2. Statements given under the call for applications procedure to the Programme are binding throughout the period of the Agreement.
3. The Agency is not liable for any damage incurred by the Beneficiary or third parties in connection with the implementation of the Agreement, in particular the Agency is not liable for the actions or omissions of the Beneficiary.
4. The Beneficiary is liable for the proper implementation of the Agreement, including the disbursement of the allocated funds.

## § 4

### **Obligations of the Agency**

As part of the implementation of the Agreement, the Agency undertakes in particular to transfer the granted funds to the Beneficiary's bank account in accordance with § 6 of the Agreement.

## § 5

### **Obligations of the Beneficiary**

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

- 1) proper implementation of the Project, i.e. all activities envisaged in the Application, including the results specified in the Application, ensuring Project implementation by persons indicated in the Application;
- 2) disbursement of allocated funds in accordance with the budget which is an integral part of the Application, taking into account a possible budget adjustment proposed at the stage of the content-related evaluation of the Application, with the eligible costs being specified in detail in the Regulations;

- 3) settlement of funds received in accordance with the Agreement;
- 4) submission of reports in accordance with § 7 of the Agreement;
- 5) participation in the evaluation of the Programme, in accordance with § 14 of the Agreement;
- 6) keeping the documentation related to the Project in the manner and under the rules specified in the Regulations;
- 7) fulfilling other obligations under the Agreement and the documents to which it refers.

## § 6

### Funding Principles

1. The allocated funds will be transferred by the Agency to the Beneficiary into the Beneficiary's bank account specified in Appendix 1 to the Agreement as follows:
  - 1) **Advance payment** – in the amount of [REDACTED] % of the Project costs, transferred to the Beneficiary's bank account indicated in the Agreement within 21 working days from the date of signing the Agreement;
  - 2) **Partial payments** – in the amount not higher than [REDACTED] % of the Project value, paid on the condition that at least 70% of the tranches received so far are settled by the Beneficiary, and transferred to the Beneficiary's bank account indicated in the Agreement within 30 working days from the date of approval of the periodic partial reports;
  - 3) **Balancing payment** – in the amount up to [REDACTED] % of the total funding amount, transferred to the Beneficiary's bank account indicated in the Agreement within 30 working days from the date of acceptance of the final report.
2. The amounts set out in Appendix 1 are not adjusted to inflation rates.
3. The Beneficiary is obliged to keep separate financial and accounting records of the funds received for the Project implementation.
4. Interest accrued on the bank account will be reimbursed in full to the Agency at the latest until 15 December each year as at 30 November, to the bank account indicated by the Agency, unless separate provisions specify otherwise. If the bank account for the implementation of projects funded by the Agency is no longer used, the reimbursement takes place after the completion of the last of the projects implemented. The date of interest reimbursement will be the moment of crediting the Agency account.
5. The date on which the Agency's bank account is debited is considered as the date of disbursement of funds.
6. The transferred funds will be settled according to the principles specified in the Regulations.
7. The funds will be disbursed subject to the availability of the funds in the Agency's bank account.
8. The funds may be disbursed as follows:

- 1) in the event of mutual receivables due and payable under the agreements entered into between the Agency and the Beneficiary, the Agency will be entitled to deduct them, which does not release the Beneficiary from the obligations under the Agreement;
- 2) in other events, the disbursement will be made by the Agency to the bank account indicated by the Beneficiary.

The Parties agree that the order in which payments are made in accordance with the forms set out above will be as follows: first deduction of mutual receivables referred to in item 1 followed by the payment referred to in item 2.

9. The Beneficiary undertakes to inform the Agency, upon its request and within the time limit set by the Agency, about the amount of funds remaining on the Beneficiary's account referred to in section 3 as at 31 December of a given calendar year.

## **§ 7**

### **Reports of the Beneficiary**

1. The Beneficiary is obliged to submit via the Agency's ICT system to the Agency in a timely manner, unless the Agency determines otherwise, the following documents:
  - 1) partial reports on the implementation of the Project, including the time limits specified in the Regulations:
    - a) *[end date of the reporting period]*
    - b) *[end date of the reporting period]*within 10 working days of the end of the partial reporting period. The settlement period may be shortened, subject to approval by the Agency, which does not require an annex to the Agreement.
  - 2) the final report on the implementation of the Project within 30 days from the end of the Project implementation period.
2. Partial and final report forms constitute Appendices 4 and 5 to the Agreement.
3. Together with the Final Report, the Beneficiary will be obliged to submit to the Agency the products of dissemination activities created as a result of Project implementation.

## **§ 8**

### **Control of the Project**

1. The Beneficiary may be subject to controls and audits carried out by the Agency or by a third party designated by the Agency, under the conditions laid down in the Regulations.
2. The Beneficiary may be subject to controls and audits carried out by the competent administrative authorities and other bodies authorised under separate provisions of law.
3. The Beneficiary will provide access to Project documentation, in particular to the financial documentation related to the Project to the Agency and other eligible entities indicated by the Agency.

## § 9

### **Method and Procedure for Supervising the Implementation of the Agreement by the Agency**

1. The Agency supervises the proper implementation of the Agreement.
2. The supervision covers in particular:
  - 1) supervision on an ad-hoc basis, in particular the right of the Agency to request explanations, information and all documentation related to the Project from the Beneficiary within the time limit specified by the Agency not shorter than 7 days from the request date;
  - 2) evaluation of Reports,
  - 3) the right of the Agency to withhold the funding of the Project, in accordance with § 10 of the Agreement,
  - 4) the right of the Agency to terminate the Agreement, in accordance with § 11 of the Agreement.
3. The Beneficiary is obliged to inform the Agency immediately of any problems or irregularities in the implementation of the Agreement which threaten or may threaten the correct implementation of the Agreement.

## § 10

### **Suspension of the Funding**

1. The Agency may suspend Project funding until the doubts have been resolved, in particular in the following cases:
  - 1) finding irregularities in Project implementation or other circumstances threatening its proper implementation,
  - 2) failure to submit at least one of the reports referred to in § 7 section 1 of the Agreement within the time limit, submission of an incomplete or incorrect report, the need to provide explanations or corrections in accordance with the Regulations,
  - 3) disbursement of funds contrary to the Agreement, including contrary to the budget being an integral part of the Application, or failure to achieve the planned results at a given stage of Project implementation,
  - 4) failure to submit documents requested by the Agency within the prescribed time limit, to provide explanations, or to submit to inspection activities.
2. The Agency sends the Beneficiary information about the suspension of funding together with its justification via the Agency's ICT system.
3. During the period of withholding the funding, i.e. from the moment when the information on withholding the funding is published in the Agency's ICT system until the moment when the information on restoring the funding is published in the same way, the Beneficiary may not enter into new obligations from the funds received under the Agreement, but only settle previous obligations. Funds spent during this period

from the Project, with the exception of funds indicated in the preceding sentence, are returned to the bank account of the Agency indicated in the request for reimbursement.

4. If the explanations are considered, or if the breaches of the Agreement identified by the Agency are stopped, the Director of the Agency resumes the funding of the Project and informs the Beneficiary about it via the Agency's ICT system.

## **§ 11**

### **Termination of the Agreement**

1. The Agreement may be terminated by the Agency with immediate effect in the following situations:
  - 1) the funding will not be restored within 2 months of its withholding,
  - 2) gross violation of the provisions of the Agreement, which justifies immediate termination of the Agreement without prior withholding of funding, in particular if a significant part of the funds (more than 50% of the allocated amount) is spent contrary to the Agreement,
  - 3) failure to submit the report(s) within the specified time limit, as well as failure to correct or complete the report in accordance with the Agreement or the Regulations,
  - 4) failure to remedy the irregularities identified by the control within the specified time limit;
  - 5) delays of the Beneficiary in Project implementation to such an extent that, in the opinion of the Agency, it is unlikely that the Project will be implemented within the time limit specified in the Agreement,
  - 6) inclusion by the Beneficiary of false information or false statement in the Application or Reports,
  - 7) refusal or restriction towards the Agency or other qualified entities to carry out supervision, control or audit activities, and in particular to have access to documentation.
2. The Agency is also entitled to terminate the Agreement with immediate effect if, as a result of any organisational or legal changes concerning the Beneficiary, the implementation of the Agreement would be at risk.
3. In the event of termination of the Agreement with immediate effect, the Agency may request the Beneficiary to return the funds received, in whole or in part, taking into account the submitted final report within 14 days from the date of delivery of the termination notice of the Agreement with immediate effect.
4. In the event of termination of the Agreement with immediate effect, the Beneficiary is obliged to return the funds received together with statutory interest as for the late payment, calculated from the date of transferring the funds to the date of their return.

## § 12

### **Settlement of the Agreement and Reimbursement of the Allocated Funds**

1. The Agency settles the Agreement after accepting the final report referred to in § 7 of the Agreement, consisting of the content-related and financial parts.
2. Funds not used for Project implementation, resulting from the settlement of the Final Report, are subject to reimbursement upon the request of the Agency within the time limit referred to in § 7 section 1 of the Agreement or another time limit indicated by the Agency. Unused funds reimbursed after that time limit are subject to statutory interest as for late payment.
3. Funds used improperly are reimbursed to the Agency's bank account within 14 days of the date on which the request for reimbursement is received. With respect to any funds used improperly and reimbursed after the time limit referred to in the first sentence statutory interest is calculated as for late payment.

## § 13

### **Promotion**

The Beneficiary is obliged to mark all the prepared works, materials and documents created within or in connection with the Project, which are made public by placing in a visible place:

- 1) the logotype of the Agency, available for download from the website [www.nawa.gov.pl](http://www.nawa.gov.pl);
- 2) in audio products, the information concerning the funding by the Agency must be read out during the recording;
- 3) the information referred to in items 1-2 in English.

## § 14

### **Evaluation**

1. The Beneficiary is obliged to participate in the evaluation of the Programme conducted by the Agency. Participation in the evaluation includes:
  - 1) completion of the evaluation questionnaire made available online by the Agency within 30 days from the date of the completion of the Project; the list of questions included in the questionnaire constitutes Appendix 6 to the Agreement;
  - 2) participation of the Beneficiary in separate evaluations conducted at the commission or at the consent of the Agency.
2. The Agency represents that the data obtained from the Beneficiary in accordance with section 1 do not affect the conditions for the disbursement of the allocated funds.
3. The Beneficiary is obliged to participate in evaluation studies conducted by the Ministry of Science and Higher Education on the principles defined by the Ministry of Science and Higher Education.



**§ 15****Amendment to the Agreement**

1. Any amendments to the Agreement require a written annex under pain of nullity unless otherwise stipulated in the Agreement. The Beneficiary is obliged to submit a written and fully justified request specifying the proposed amendments to the Agreement.
2. Without the Agency's consent, transfers of funds between budget items are allowed up to a maximum of 10% of the lower-priced item. Transfers to budget items for which maximum amounts have been set in the Regulations in excess of this limit are not allowed.
3. Increase in the value of the budget items which have been reduced as a result of the evaluation carried out by the Evaluation Panel and indicated in the funding decision is not allowed.

**§ 16****Copyright**

1. The Beneficiary represents that they are entitled to the author's economic rights to the works created as a result of performance of the Agreement.
2. The Beneficiary makes available to the Agency all works referred to in section 1 and, as soon as they are made available, within the framework of the measures referred to in § 1 section 3, grants the Agency a free, non-exclusive licence to use them, without limitation as to time, territory and number of copies, for information and promotion purposes in the following fields of use:
  - 1) recording and multiplication in whole or in part by producing copies of the works by any printing, magnetic recording, any graphic or digital techniques;
  - 2) marketing of copies on which works have been recorded by placing them on the market, lending them for use or leasing of the copies;
  - 3) dissemination by displaying, screening and making available to the public in such a way that everyone can access them at a time and place of their choice, and in particular by storing them in computer memory and placing them on the Internet, including on the Agency website;
  - 4) using by placement/application on movable or immovable property.
3. § 16 section 2 does not apply to works which the Beneficiary intends to publish in publications whose publication principles impose on them the obligation to transfer unencumbered copyrights to those works.
4. Any intention to publish the work referred to in section 2 is subject to be notified to the Agency without delay. The notification should contain, in particular, the identification of the work to which it relates, the name of the publication and the expected date of publication of the work.
5. The provision of section 3 applies mutatis mutandis, with the written consent of the Agency, to other works created or co-created by researchers from foreign institutions, if it is not possible to apply the principles resulting from the Agreement, in particular due

to the status of the foreign researcher, the nature of the institution or external or internal regulations applicable in it.

## **§ 17**

### **Personal Data**

1. The Agency, on the basis of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), entrusts the processing of personal data to the Beneficiary within the scope and under the conditions set out in Appendix 7 to the Agreement.

## **§ 18**

### **Force Majeure**

1. Neither Party is liable for failure to perform or improper performance of obligations under the Agreement due to force majeure.
2. Force majeure is understood by the Parties as external circumstances of extraordinary nature, impossible to foresee or prevent, including fire, flood, terrorist attack, natural disaster, threat caused by disease, harmful radiation or other such effects, state of emergency, martial law, new acts or decisions of administrative authorities, national mourning, as well as other events of similar nature preventing full performance of the Agreement.
3. If either Party is unable to fulfil its obligations due to force majeure, it must immediately notify the other Party of such circumstances, not later than within 14 days from the date of becoming aware of such circumstances. At the same time, the Parties are obliged to take the necessary measures to limit damage caused by force majeure.
4. The Parties are obliged to take the necessary measures to limit the damage caused by the force majeure and make every effort to resume the Agreement as soon as possible.
5. The Agreement may be terminated by mutual agreement between the Parties, in particular in case of force majeure.

## **§ 19**

### **Final Provisions**

1. The Agreement enters into force on the date of its signing by the last Party.
2. The rights and duties of the Parties may not be transferred onto third parties.
3. All correspondence, with the exception of the cases of using the Agency's ICT system indicated in the Agreement, bearing the Agreement number, related to the performance of the Agreement, will be conducted in documentary form.
4. In case of technical problems with the functioning of the Agency's ICT system, e.g. with regard to report forms, it is allowed to submit reports, requests for completion outside the ICT system in a form agreed by both Parties.

5. In the event of a change in the data referred to in section 3, the Party concerned is obliged to notify the other Party of this fact not later than 14 days after the change of data. Pending notification, correspondence sent to existing addresses is deemed effectively delivered. A change of the address of a Party does not require an annex to the Agreement.
6. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange and the Civil Code apply.
7. In the event of any discrepancies or other possible doubts as to the application of the Agreement or its appendices, the Parties agree that the provisions of the Agreement prevail, followed by Appendix 3 (Regulations), Appendix 2 (Application), and further on the remaining appendices.
8. Any doubts arising during the course of Project implementation and related to the interpretation of the Agreement will be resolved first of all through consultations between the Parties.
9. Disputes arising from the performance of the Agreement will be resolved by a common court with jurisdiction over the seat of the Agency.
10. The Agreement was drawn up in two identical counterparts, one for each Party.
11. Appendices:
  - 1) Agreement Identification Card;
  - 2) Beneficiary's Application submitted via the System;
  - 3) The Programme Regulations are available on the Agency's website at \_\_\_\_\_;
  - 4) The partial report form is available on the Agency's website at \_\_\_\_\_;
  - 5) The final report form is available on the Agency's website at \_\_\_\_\_;
  - 6) The list of questions contained in the evaluation questionnaire is available on the Agency's website at \_\_\_\_\_;
  - 7) Personal Data Processing Principles.

**Agency:**

**Beneficiary:**

\_\_\_\_\_, Warsaw  
(date, place)

\_\_\_\_\_, \_\_\_\_\_  
(date, place)