

IDENTIFICATION CARD OF THE AGREEMENT WITH THE FELLOWSHIP HOLDER

DATA OF THE AGREEMENT			
1. Number of the decision	[number]	2. Number of the agreement	[number]
3. Start date	[date]	4. End date	[date]
DATA OF THE FELLOWSHIP HOLDER			
5. FELLOWSHIP HOLDER	[full name]		
6. Address	[address]		
7. ID or Passport no.	[number]		
8. Personal id. no. [PESEL] (if applicable)	[number]		
BANK DATA			
9. Account holder	[full name]		
10. IBAN (account no.)	[number]		
11. Account currency	[currency]	12. SWIFT	[code]
FINANCING			
	Funds granted (%)	Amount	Payment deadline
13. Funds granted	100%	[amount] PLN	[date]
14. Pre-financing payment no. 1	[number of %]	[amount] PLN	[date]
15. Pre-financing payment no. 2	[number of %]	[amount] PLN	[date]
16. Pre-financing payment no. 3	[number of %]	[amount] PLN	[date]
17. Balance payment	[number of %]	[amount] PLN	[date]
REPORTING			
18. Interim report	Reporting period	From [date]	To [date]
19. Final report	Reporting period	From [date]	To [date]

STATEMENT OF THE FELLOWSHIP HOLDER

I confirm the compliance of the above data with the legal and factual state of affairs and I acknowledge that this page to the Agreement constitutes its integral part.

.....
Place, date

.....
signature of THE FELLOWSHIP HOLDER

Agreement no. [number of the agreement]
hereinafter referred to as „the Agreement”

concluded in Warsaw between:

the Polish National Agency for Academic Exchange - a public legal person established on the basis of 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, tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180, hereinafter referred to as "the Agency", represented for the purpose of conclusion of the Agreement by its legal representative,

and

Mr./Ms. [full name] residing at [address], ID card/passport no: [number] / personal id. no. (PESEL): [number], hereinafter referred to as "the Fellowship Holder",

hereinafter jointly referred to as "the Parties".

The Parties agreed as follows:

§ 1

Subject Matter of the Agreement

1. Subject matter of the Agreement constitutes performance by the Fellowship Holder of the activity consisting in [implementation of the fellowship/language course], hereinafter referred to as "the Fellowship", financed by the Agency in accordance with the decision of the Agency Director no. [number] of [date] (hereinafter referred to as "the Decision"), under the Programme [name of the Programme], hereinafter referred to as "the Programme".
2. The Director of the Agency for the implementation of the Fellowship granted to the Fellowship Holder funds in the maximum amount of [amount] PLN (say: [amount] zloty and [amount] grosz), hereinafter referred to as "the Funds".
3. The Agreement shall be performed from to .

§ 2

Terms of performance of the Agreement

The fellowship shall be implemented in accordance with:

- 1) the announcement constituting Annex 2 to the Agreement, hereinafter referred to as the "the Announcement", and subsequently
- 2) the Regulations of the Polish National Agency for Academic Exchange Programmes - programmes for natural persons, constituting Annex 3 to the Agreement, hereinafter referred to as "the Regulations",
- 3) the Agreement and the Identification Card of the Agreement with the Fellowship Holder, constituting Annex No. 1 to the Agreement,
- 4) application no. [number] for participation in the Programme, to the extent approved for implementation by the Agency in accordance with the Decision, constituting Annex 5 to the Agreement, hereinafter referred to as "the Application".

§ 3

Obligations of the Fellowship Holder

The Fellowship Holder shall be obliged to fulfil the obligations set out in the Announcement, in particular in the Regulations.

§ 4

Rules of financing and reimbursement of funds

1. The funds shall be transferred to the Fellowship Holder's bank account in accordance with Annex 1 to the Agreement and on the terms set out in the Announcement, in particular in the Regulations.
2. The disbursement of funds shall be effected provided that the Agency has adequate funds for this purpose. The Agency shall not be responsible for delays in transferring funds to it by other entities for their disbursement referred to in the first sentence.
3. A properly prepared interim or final reports shall be assessed by the Agency in terms of compliance of the activities carried out by the Fellowship Holder with the Agreement.
4. The funds, which shall be considered as disbursed contrary to the Agreement, shall be reimbursed within 14 days from the date of receipt of the recovery order. If the funds are not reimbursed on time, the Agency shall charge statutory interest for the delay.
5. As the day of disbursement or reimbursement of funds shall be deemed the day on which the Agency's bank account is debited or credited respectively.

§ 5

Insurance

The Fellowship Holder shall be obliged to arrange for his/her insurance, specified in the Announcement, for the duration of the Agreement. The Agency shall not be liable for any damages incurred in connection with the performance of the Agreement by the Fellowship Holder or third parties, and the Fellowship Holder shall not be entitled to any claims against the Agency, in particular those related to the incurred costs of treatment, not covered by the insurance referred to above.

§ 6

Rules of Evaluation

1. The Fellowship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency (or other authorized entities indicated in the Regulations), on the terms and conditions set out in the Regulations.
2. The Agency reserves the right to modify the rules of evaluation or the deadlines of its conducting within 2 years from the end of the year in which the Agreement will be settled, and the new rules and dates of evaluation shall not exceed those specified in the Regulations in quantitative terms and in terms of duration.
3. In the case referred to in point 2 the Agency shall inform the Fellowship Holder about such circumstances, indicating these new rules or deadlines via the Agency's ICT system or via e-mail.

§ 7

Rules of keeping documents

The Fellowship Holder shall be obliged to keep documentation related to the implementation of the Agreement for the time specified in the Regulations or, if applicable, by generally applicable provisions of law.

§ 8

Rules of the Agency's Visual Identification

1. The Fellowship Holder shall be obliged to place on all materials, presentations or publications resulting from the implementation of the Fellowship or prepared by the Fellowship Holder for the implementation of the Fellowship, information in Polish or English about the financing of the Fellowship by the Polish National Agency for Academic Exchange along with its logo.
2. The obligation specified in point 1 shall not apply to those publications, the publishing of which excludes the possibility of fulfilling this obligation, in accordance with the relevant rules specified by a publishing entity, in particular by a publishing house.

§ 9

Rules of checks and audits

1. The Agency may carry out checks or audits of the Fellowship Holder's activities on the terms and within the time limits specified in the Regulations.
2. The Fellowship Holder undertakes to cooperate with the Agency in this regard, and in particular to provide the required documentation related to the implementation of the Fellowship, provide relevant explanations and perform other activities aimed at enabling the implementation of the Agency's rights under the Regulations.

§ 10

Change and Termination of the Agreement, Force Majeure

1. In the event of occurrence of circumstances resulting in or likely to lead to changes in the content of the Agreement or its annexes, the Fellowship Holder shall report this fact to the Agency immediately, but not later than within 7 days from the date of the occurrence, under the pain of not recognizing them as effective by the Agency.
2. The Parties shall be released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
3. Force majeure shall be considered by the Parties, in particular, as external events lying beyond the control of the Parties, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, which took place after the conclusion of the Agreement.
4. A party may invoke the occurrence of force majeure only if it immediately, but not later than within the time limit specified in point 1, informs the other Party of the occurrence of force majeure, together with the description of the situation or event, expected duration of force majeure and the description of its foreseeable consequences.
5. The parties shall be obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
6. In the event of occurrence of force majeure limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.

7. If it is detected that the Fellowship Holder has breached the Agreement, in particular with regard to his/her obligations, including the requirements for submitting reports, the Agency may terminate the Agreement in writing, upon prior written requesting the Fellowship Holder and giving him/her an additional 14-day period for ceasing the breaches of the Agreement or removing or remedying their consequences.
8. In the event of termination of the Agreement by the Agency, the Fellowship Holder shall be obliged to reimburse all funds received together with statutory interest for delay, calculated from the date of transfer of these funds by the Agency until the date of their reimbursement, within 14 days from the date of termination of the Agreement.
9. The Agreement may also be terminated by the Parties by their mutual agreement in the event of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In such the case, the parties shall agree on the terms of settlement of the received funds.

§ 11

Rules of personal data protection, image dissemination

1. Under the Agreement, the Fellowship Holder shall grant the Agency the consent to disseminate his/her image as well as film and promotional materials with his/her participation, recorded in connection with the implementation of the Fellowship, without any time and territorial restrictions.
2. The consent referred to in point 1, shall cover the use of the Fellowship Holder's image by the Agency or by other persons acting on behalf of the Agency, recording and reproducing the Fellowship Holder's image through any medium, in particular publication in newspapers, magazines, reports, folders, publications on the Internet, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the statutory objectives of the Agency.
3. The Fellowship Holder authorizes the Agency to disseminate information about his/her activities, including the achieved results, etc.
4. The protection of personal data shall be implemented on the terms set out in the Regulations.

§ 12

Principles of mutual communication

1. The Parties agree that all communication between them shall take place with the use of the Agency's ICT system or the following contact details:
 - 1) on the Fellowship Holder's side - the e-mail address: [e-mail address];
 - 2) on the Agency's side – the e-mail address: [address] @ nawa.gov.pl.
2. The Parties (on the basis of derogation from the provisions of point 1) also allow for communication in writing, using the postal addresses referred to in the Agreement (the address data of the Parties).

§13

Final Provisions

1. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
2. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other generally applicable provisions of law

shall apply. In order to avoid possible doubts, the Parties indicate that the law applicable to the obligation arising under the Agreement shall be Polish law.

3. Disputes arising from the performance of the Agreement shall be settled by the common court territorially competent for the location of the registered office of the Agency.
4. Any amendments to the Agreement shall be made in writing, otherwise null and void, unless the provisions of the Agreement provide otherwise.
5. The Agreement shall enter into force upon its signing by the last of the two Parties.
6. The Agreement was drawn up in two identical copies, one for each Party/in a documentary form.
7. The Annexes to the Agreement constitute its integral part:
 - 1) Annex no. 1 - Identification card of the Agreement with the Fellowship Holder;
 - 2) Annex no. 2 - Announcement available at: www.nawa.gov.pl;
 - 3) Annex no. 3 - Regulations of the Polish National Agency for Academic Exchange Programmes - Programmes for natural persons, available at: www.nawa.gov.pl;
 - 4) Annex no. 4 - Application for participation in the Programme available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>;
 - 5) Annex no. 5 - Decision of the Agency Director, available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>.

The Agency:

(Signature)
Warsaw, _____
(date)

The Fellowship Holder:

(Signature)
_____, _____
(date)