



AGREEMENT NO DEPARTMENT OF PROGRAMMES FOR  
SCIENTISTS/.....

Concluded in Warsaw (hereinafter referred to as the "Agreement"), between:

**The Polish National Agency for Academic Exchange, with its registered office in Warsaw** at ul. Polna 40, 00-635, NIP (tax identification number): 5272820369, REGON (statistical identification number): 368205180, hereinafter referred to as "**Agency**",  
represented by its representative in accordance with its principles of representation to conclude this Agreement,

and

Mr./Ms. ...., national of the country [name]: ....., residing at [address of residence]:....., holder of passport No ....., valid until .....,  
hereinafter referred to as the "**Beneficiary**",  
hereinafter jointly referred to as the "**Parties**",

Further to the Agency Director's decision No ..... of ..... on granting funds under the Exchange programme for students and scientists as part of bilateral cooperation – offer for incoming students and scientists (hereinafter referred to as the "Decision"),  
the Parties hereby conclude the Agreement reading as follows:

**§1**

**General information**

1. The Agreement shall specify the conditions of implementing, financing and settling the funds granted under the Exchange programme for students and scientists as part of bilateral cooperation – offer for incoming students and scientists (hereinafter referred to as the "Programme") allocated by the Decision to the Beneficiary.
2. The Beneficiary has been admitted to an internship programme/semester studies/a first-cycle degree programme/a second-cycle degree programme/a doctoral degree programme

(preceded by a preparatory course for studies in Poland)/study visit/other form of a research visit to Poland<sup>1</sup> (hereinafter referred to as "Visit") in:

.....

hereinafter referred to as the "Host centre" from ..... to .....

3. The maximum amount of funds granted per visit is PLN .....

## §2

### Terms and conditions of the Agreement

1. The Agency and the Beneficiary undertake to execute the Agreement on the basis of:
  - 1) generally applicable provisions of law,
  - 2) provisions of the Agreement,
  - 3) provisions of the international agreement constituting the basis for the Beneficiary's application,
  - 4) the Regulations of the Programme applicable as at the date of the conclusion of the Agreement.
2. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties arising from the performance of the Agreement.

## §3

### Obligations of the Agency

Under the Agreement the Agency undertakes to:

- 1) oversee the implementation of the Agreement,
- 2) ensure the timely payout of funds under the Agreement, subject to Article 7(32).

## §4

### Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) legalise their stay in Poland for a definite period of time,
- 2) submit at the Host centre a document confirming the legalisation of their stay in the territory of the Republic of Poland, as soon as it is received, not later than three months after the start of the visit,

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<sup>1</sup> Underline as appropriate

- 3) attend regularly the classes provided for in the schedule of the visit,
- 4) comply with all regulations applicable at the Host centre,
- 5) participate in events organised by the Agency,
- 6) have health insurance, in line with § 5,
- 7) participate in the evaluation of the Programme according to § 6,
- 8) comply with other requirements as specified in the Regulations and in the Agreement.

## **§5**

### **Insurance**

1. The Beneficiary starting the stay in Poland is obliged to have health insurance.
2. For stays of more than one month, the Beneficiary is obliged to present at the Host centre evidence of having a health insurance, not later than 30 after the start of the visit.

## **§6**

### **Evaluation**

1. As part of the evaluation of the Programme, the Beneficiary shall be required to participate in evaluation studies conducted by the Agency and on behalf of the Agency.
2. The Beneficiary undertakes to complete an online survey which the Agency may conduct within 2 years from the end of the period of receiving the scholarship referred to in Article 7(1) by the Beneficiary, with the aim of identifying the paths of professional development and education since the end of the stay in Poland.
3. The Agency shall guarantee that opinions and information provided by the Beneficiary in accordance with paragraphs 1–2 remain confidential.

## **§7**

### **Rules of financing**

1. Pursuant to the Agreement, during the course of the visit, the Beneficiary is entitled to receive a scholarship of PLN ..... (say: ..... PLN 00/100) per month (hereinafter referred to as the “Scholarship”).
2. The Scholarship shall be paid for a period of ..... months in the academic year, starting from the first month of the visit referred to in Article 1(2). The Scholarship shall be paid in Polish currency (PLN) through the Host centre.

3. The condition for payout of the funds granted under the Agreement is that the Agency must have financial resources allocated to the implementation of the Exchange programme for students and scientists as part of bilateral cooperation – offer for incoming students and scientists.

## §8

### **Manner and procedure for overseeing the performance of the Agreement by the Agency**

1. The Agency shall oversee the proper performance of the Agreement by the Beneficiary.
2. Such oversight shall include in particular:
  - 1) ad hoc supervision, including the possibility of sending an inquiry to the Host centre,
  - 2) authorisation of the Agency Director to withhold the scholarship, pursuant to Article 9 of the Agreement,
  - 3) authorisation of the Agency Director to revoke the scholarship granted, which means the termination of the Agreement, pursuant to Article 10 of the Agreement.
3. The Beneficiary shall promptly inform the Agency of any changes, problems or irregularities in the performance of the Agreement and of any other circumstances which jeopardise or may jeopardise the proper performance of the Agreement.
4. The Beneficiary shall be obliged to promptly provide the Agency with the information as regards the implementation of the Agreement.

## §9

### **Suspension of the Scholarship**

1. The payout of the Scholarship shall be suspended if:
  - 1) The Beneficiary ceased to follow the schedule of the visit, in particular if the Beneficiary stopped attending the courses in degree programmes<sup>2</sup>,
  - 2) The Beneficiary is staying outside the Republic of Poland for more than a month.
2. Once the reasons for the suspension of the Scholarship payout no longer apply, the Beneficiary may request the Agency, through the Host centre, to reinstate the Scholarship.

## §10

### **Termination of the Agreement**

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<sup>2</sup> Applies to students of semester and full studies

1. The Agreement may be terminated by the Agency with immediate effect where the Beneficiary:
  - 1) provided incorrect information on the basis of which funds have been granted to the Beneficiary,
  - 2) was removed from the list of students or course participants by the Host centre<sup>3</sup>,
  - 3) has been subject to a disciplinary penalty or convicted by a valid court judgment for an offence committed intentionally or for an intentional tax offense,
  - 4) stays in the territory of the Republic of Poland illegally or has not submitted a document confirming the legalisation of their stay in the territory of the Republic of Poland in accordance with Article 4(2),
  - 5) does not have health insurance cover or has not presented a document to confirm having health insurance in accordance with Article 5(2),
  - 6) violates the relevant provisions of the Agreement or the Programme Regulations other than those mentioned above.within 30 days from the date when the above circumstances have been identified.
2. The termination of the Agreement shall be null and void unless made in writing.

## **§11**

### **Force majeure**

1. The Parties shall be exempted from the liability for failure to fulfil their obligations under the Agreement for reasons of force majeure.
2. By force majeure, the Parties shall understand, in particular: external events beyond the control of the Parties, affecting the performance of the Agreement and being of extraordinary, unforeseeable and unavoidable nature, which occurred after the conclusion of the Agreement.
3. A Party may invoke the occurrence of the circumstances of force majeure only if, without delay, but no later than within 3 days, it informs the other Party, via email, of the occurrence of force majeure, and presents a description of the situation or event, expected duration of force majeure and the foreseeable effects of the occurrence of force majeure.
4. The Parties shall take the necessary measures to reduce the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

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<sup>3</sup> Applies to students of semester and full studies as well as the participants of preparatory courses for studies in Poland.

## §12

### Dissemination of the image

1. Within the framework of the Agreement, the Beneficiary shall give the Agency their consent to disseminate their image and video and promotional materials containing their image, recorded in connection with the implementation of the Programme, without any time-related or territorial limitations.
2. The consent referred to in paragraph 1 shall cover the use of the Beneficiary's image by the Agency or by other persons acting on behalf of the Agency, recording and reproduction of the Beneficiary's image through any medium, in particular publishing in newspapers, periodicals, 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.

## §13

### Personal data

1. The Agency shall be the controller of the Beneficiary's personal data. The data will be used for the implementation of this Agreement and the resulting obligations of the Agency and the Beneficiary.
2. The personal data of the Beneficiary may be provided to the Agency employees, diplomatic posts, foreign partner institutions or representatives of the host centres in connection with the implementation of the objectives referred to in paragraph 1 in this section. Transmitting of personal data outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) shall take place on the basis of standard data protection clauses adopted or approved by the European Commission. The data subject shall be entitled to receive copies of the data provided in this way.
3. The legal basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation (GDPR). Provision of personal data is voluntary yet necessary for the signing of this Agreement. The refusal to provide the data shall mean there is no possibility of signing the Agreement.
4. The Beneficiary's personal data will be used for a period of 25 years following the end of the Agreement period, save as otherwise provided for in the regulations.
5. The Beneficiary is entitled to:

- 1) request the Agency to access their personal data,
  - 2) correct, remove or limit the use of their personal data,
  - 3) protest against the use of their personal data,
  - 4) submit a complaint to the supervisory body (President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).
- in line with the rules specified in the GDPR.
6. With regard to the exercise of the Beneficiary's rights and obligations concerning personal data, the contact persons is the data protection inspector: Adam Klimowski, email: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl)

## §14

### Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
2. To matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange and of the Civil Code shall apply.
3. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
4. Any amendment to the Agreement shall be null and void unless made in writing, unless the provisions of the Agreement stipulate otherwise.
5. The Agreement shall enter into force once it is signed by the other Party.
6. The Agreement is drawn up in duplicate in the Polish and English version. In case of any discrepancies between the Polish and English version, the Polish version shall be binding.
7. The Agreement has been made in duplicate, one copy for each Party.

NAWA:

BENEFICIARY:

\_\_\_\_\_  
*(Signature)*  
Warsaw, \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_, \_\_\_\_\_



NARODOWA AGENCJA WYMIANY AKADEMICKIEJ

*(Place, date)*

*(Place, date)*