

AGREEMENT ID CARD

AGREEMENT DETAILS		
Decision number of the Agency	[number]	
Agency contract number	[number]	
Programme name	[name]	
Start date	[date]	
End date	[date]	
PARTICULARS OF THE BENEFICIARY		
Beneficiary	[name]	
Address:	[street, building no., premises no./ place / no., zip code, place]	
NIP [Tax Identification Number]	[if applicable]	
BANK DETAILS		
Account Holder	[name]	
Name of the bank	[name]	
IBAN (account number)	[number]	
Account currency	[currency]	
SWIFT	[if applicable]	
FUNDING		
Allocated funds	[amount]	[Currency symbol]
Amount of advance payment no. 1	[amount]	[Currency symbol]
Amount of advance payment no. 2	[amount]	[Currency symbol]
Amount of advance payment no. 3	[amount]	[Currency symbol]
Amount of advance payment no. 4	[amount]	[Currency symbol]

STATEMENT OF THE BENEFICIARY

I confirm the conformity of the above details with the factual and legal status and acknowledge that this page "0" of the Agreement is an integral part thereof, i.e. Appendix no. 0.

.....
Place, date

.....
Signature of the Beneficiary

Appendix No 3 to the Regulations - Draft Agreement

AGREEMENT NO. [] / []

(hereinafter the "Agreement"), entered into by and between:

The Polish National Agency for Academic Exchange NAWA with its seat in Warsaw at ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, REGON: 368205180, hereinafter also referred to as "the Agency",

represented by its legal representative for the purposes of entering into of this Agreement,

and

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

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

hereinafter jointly referred to as "the Parties",

pursuant to decision of the Director of the Agency No. [] of [] on allocating funds for the implementation of the Beneficiary's project under the Programme [] (hereinafter referred to as "the Decision"), which is co-financed by the European Social Fund under the Operational Programme Knowledge Education Development, the project is not included in the competition and entitled [], implemented under Measure 3.3 Internationalisation of the Polish higher education system, specified in the application for project funding no. POWR.03.03.00-00-PN []/18.

The Parties enter into the following Agreement:

§1

Subject of the Agreement

1. The Agreement sets out the conditions for the implementation, funding, as well as the conditions for the settlement of funds allocated in accordance with the Decision for the implementation of the Project referred to in section 2, under the Programme [] (hereinafter referred to as "the Programme").
2. 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 section 3(1)(3) of the Agreement, hereinafter referred to as "the Project".
3. The Director of the Agency granted to the Beneficiary for the implementation of the Project funds up to the maximum amount of PLN [] (in words: PLN [] and []/100).

§2

Project Implementation Period

The Project will be implemented within the period from [] /day-month-year/ to [] /day-month-year/.

§3

Conditions of the Implementation of the Agreement

1. The Beneficiary undertakes to implement the Agreement on the following basis:
 - 1) generally applicable provisions of law;
 - 2) provisions of the Agreement;
 - 3) Beneficiary's application submitted in the call process for the Programme via the Agency's ICT system, hereinafter referred to as "the Application", in particular the results to be achieved and the tasks to be performed included in the Application, as well as the Project schedule and budget;
 - 4) the Regulations of the Programme, hereinafter referred to as "the Regulations", constituting Appendix no. 11 to the Agreement;
 - 5) The Beneficiary's Handbook, available at the Agency's website;
 - 6) internal regulations valid at the Beneficiary's, provided that they are not contrary to the generally applicable provisions of law and documents listed in points 2 – 5 above.
2. Statements submitted under the call process for the Programme are binding during the term of the Agreement, under the pain set forth in section 11(1)(6) of the Agreement, with the proviso that in the event of changes in the circumstances specified in the statements, the Beneficiary will immediately inform the Agency about such fact.
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 spending of the allocated funds.

§4

Responsibilities of the Agency

As part of the implementation of the Agreement, the Agency undertakes, in particular, to transfer the allocated funds to the Beneficiary's bank account indicated in section 6(1) of the Agreement.

§5

Responsibilities of the Beneficiary

Within the framework of the implementation of the Agreement, the Beneficiary undertakes in particular to do the following:

- 1) properly implement the Project, i.e. all activities provided for in the Application, including the results specified in the Application, ensure the Project implementation by persons indicated in the Application, collect personal data of Project participants in accordance with the Agency's guidelines, in the scope resulting in particular from the Regulations and Appendix no. 5 to the Agreement - participant's data form in the scope

- of entering data into the Agency's ICT system in order to monitor Project participants, ensure the application of equal opportunities and non-discrimination, as well as equal opportunities for women and men in accordance with the *Guidelines for the implementation of the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equal opportunities for women and men within the EU funds for 2014-2020*, available on the website www.power.gov.pl and submit hard copies to the Agency seat;
- 2) spend allocated funds in accordance with the budget which is an integral part of the Application, taking into account the budget adjustment indicated at the stage of issuing the decision to the Application; qualified costs are specified in detail in the Regulations;
 - 3) settle funds received in accordance with the Agreement;
 - 4) submit reports in accordance with section 7 of the Agreement;
 - 5) participate in the evaluation of the Programme in accordance with section 14 of the Agreement;
 - 6) collect Statements on the processing of personal data from the Programme participants covered by the funding; the specimen of the Statement is attached as Appendix no. 8 to the Agreement, and submit hard copies to the Agency seat;
 - 7) place in the Agency's ICT system personal data of the Project participant within 10 working days from the date of recruiting, sign the Agreement and documents of the Project participant referred to in points 1 and 6;
 - 8) keep the documentation related to the Project in the manner and in accordance with the rules specified in the Regulations;
 - 9) fulfil other obligations under the Agreement and the documents it refers to.

§6

Rules of Funding

1. The allocated funds will be transferred by the Agency to the Beneficiary to the following bank account of the Beneficiary:
Name of the account holder:
number
the name of the bank ,
as follows:
 - 1) **Advance payment** - in the amount of (in words: PLN and /100), representing % of the allocated funds referred to in section 1(3) of the Agreement, will be paid within up to 21 working days from the date of signing the Agreement;
 - 2) **Partial payment(s)** – constituting up to % of the allocated funds, in the amount resulting from the payment schedule, will be transferred within 21 working days from the date of the approval of the Partial Report, provided that at least 80% of the funds previously transferred to the Beneficiary is settled;
 - 3) **Balance payment** - up to (in words: (i.e. PLN and /100), i.e. no more than % of the total amount of the funding transferred within 21 working days from the date of approval of the Final Report.

2. The amounts referred to in section 1 are not subject to adjustment.
 3. The Beneficiary is obliged to maintain a separate bank account for the funds received under the Agreement.
 4. The amount of bank interest received by the Beneficiary on the funds provided by the Agency is returned within 30 days from the date of the completion of the Project in accordance with section 2 of the Agreement at the latest to the bank account indicated by the Agency unless otherwise specified by separate provisions. The time limit for the return of interest is the time of crediting the account of the Agency with the funds.
 5. The date on which the Agency's bank account is debited is considered the date of the payment of the funds.
 6. The allocated funds will be settled according to the rules specified in the Regulations.
 7. The payment of the funds is made subject to the availability of the funds in the Agency's bank account.
 8. The Beneficiary undertakes to spend the allocated funds in accordance with the budget indicated in the Application. Qualified costs are defined in detail in the Regulations.
 9. The payment of the funds may be made as follows:
 - 1) in the event of mutual receivables due under the agreements concluded between the Agency and the Beneficiary, the Agency will be entitled to deduct them, which does not release the Beneficiary from their obligations under the Agreement;
 - 2) in other cases, the payment 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 methods set forth above is as follows: a deduction of the mutual receivables referred to in point 1 will be made first, followed by the payment referred to in point 2.
10. The Beneficiary undertakes to inform the Agency, at its request and by the time limit set by the Agency, about the amount of funds remaining in the Beneficiary's account referred to in section 3 on 31 December of the calendar year concerned.

§7

Reports of the Beneficiary

1. The Beneficiary is obliged to submit in a timely manner via the Agency's ICT system the following documents:
 - 1) Partial Reports on the course of Project implementation, covering settlement periods not longer than 3 months (partial reporting period), i.e.:
 - a) *[end of the reporting period]*
 - b) *[end of the reporting period]*
 - c) *[end of the reporting period]*within 10 working days from the end date of the partial reporting period. However, the settlement period may be shortened, subject to Agency's approval, which does not require an annex to the Agreement.
 - 2) Final Report on the course of Project implementation, within 30 days from the end date of the Project implementation period.
2. Specimens of the Partial and Final Reports constitute appendices 2 and 3 to the Agreement.

3. The Beneficiary does not attach any source documents to the Reports, however, during the verification of the Beneficiary's Report, the Agency may request submission, for an in-depth control, of documents related to the Project implementation, in particular financial documents and documents concerning the conducted proceedings related to the purchase of goods and services.
4. Properly prepared Report(s) are subject to verification by the Agency (within the general Regulations), carried out by the employees of the Agency, in terms of the compliance of Project implementation with the Agreement. The Agency may decide to have the Report or Reports evaluated by external experts appointed by the Director of the Agency.
5. If an incomplete or incorrectly prepared Partial or Final Report is submitted by the Beneficiary, the Agency submits its comments via the Agency's ICT system and requests the Beneficiary to respond to those comments by explaining or correcting the Report within the time limit indicated by the Agency, but not shorter than 7 days, counted from the date of placing the comments in the Agency's ICT system, under the rules and in the manner specified in the Regulations.
6. In the absence of a reply from the Beneficiary within the time limit set by the Agency, or in the event that, despite submitting comments by the Agency three times, the Beneficiary's Report does not comply with the Agency's requirements and cannot be accepted, the Agency may decide to consider the Agreement as not having been performed in full or in part and demand the return of the funds in full or in part.
7. 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

Project Inspection

1. The Beneficiary may be subject to controls and audits carried out by the Agency or by a third party appointed by the Agency, under the principles laid down in the Regulations.
2. The Beneficiary may be subject to controls and audits carried out by competent administrative bodies and other authorised entities under separate regulations, including the National Centre for Research and Development.
3. The Beneficiary will provide access to Project documentation, and in particular to the financial documentation related to the Project to the Agency and other authorised entities indicated by the Agency.
4. Refusal or restriction towards the Agency or other authorised entities to carry out supervision, control or audit activities, and in particular to access the documentation referred to in section 3, constitutes grounds for the termination of the Agreement with immediate effect.

§9

Method of and Manner 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 documents related to the Project from the Beneficiary, within the time limit set by the Agency, not shorter than 7 days from the date of the request;
 - 2) evaluation of the Reports;
 - 3) authorisation of the Agency to suspend the funding of the Project, in accordance with section 10 of the Agreement;
 - 4) authorisation of the Agency to terminate the Agreement, in accordance with section 11 of the Agreement.
3. The Beneficiary is obliged to inform the Agency without undue delay 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 Funding

1. The Agency may suspend the funding of the Project until doubts are clarified in the following cases:
 - 1) finding irregularities in the implementation of the Project or other circumstances threatening its proper implementation;
 - 2) failure to submit at least one of the reports referred to in section 7(1) of the Agreement within the set time limit, submission of an incomplete or incorrect report, the need to provide explanations or corrections in accordance with the Regulations;
 - 3) spending the funds contrary to the Agreement, including 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 set time limit, to provide explanations, or to submit to control activities.
2. The Agency sends information about the suspension of the funding to the Beneficiary together with the justification via the Agency's ICT system.
3. During the period of suspension of the funding, i.e. from the moment when the information on suspension of the funding is published in the Agency's ICT system until the moment when the information on the reinstatement of funding is published in the same way, the Beneficiary may not incur new liabilities from the funds received under the Agreement, but may only settle previously incurred ones. Funds from the Project spent during this period, with the exception of the funds indicated in the preceding sentence, are returned to the bank account of the Agency indicated in the request for their return.
4. If the explanations are taken into account, or if the breaches of the Agreement identified by the Agency are stopped, the Agency resumes the funding of the Project and informs the Beneficiary about it through 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 reinstated within 2 months from its suspension;
 - 2) a gross breach of the provisions of the Agreement, which justifies immediate termination of the Agreement without prior suspension of the funding, in particular in the event of spending a significant part of the funds (more than 50% of the allocated amount) 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 any irregularities identified during the course of the control within the set time limit;
 - 5) delay of the Beneficiary in the implementation of the Project (including the occurrence of border force maintaining for a period of 30 days or more) to such an extent that, in the opinion of the Agency, it is unlikely that the Project will be implemented within the time limit set forth in the Agreement;
 - 6) including by the Beneficiary in the Application or in the Reports of false information or a false statement;
 - 7) refusal or restriction towards the Agency or other authorised entities to carry out supervision, control or audit activities, and in particular access to documentation.
2. The Agency is also entitled to utter the Agreement with immediate effect if, as a result of any organisational and legal changes with the Beneficiary, the implementation of the Agreement might be threatened.
 3. The Agreement may be uttered within 30 days from the date on which the circumstances referred to in sections 1-2 are known.
 4. In the event of the termination of the Agreement, 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, within 14 days from the date of the termination of the Agreement.
 5. From the funds returned after the time limit referred to in section 3, statutory interest is calculated as for the late payment from the day following the day on which that time limit expired.
 6. The Agreement may be terminated by the Parties by way of an agreement of the Parties in the event of circumstances which prevent or may significantly impede the performance of the Agreement and which were not foreseeable at the time of entering into the Agreement.

§12

Settlement of the Agreement and Return of the Allocated Funds

1. The Agency settles the Agreement upon the acceptance of the Final Report referred to in section 7 of the Agreement, consisting of content-related and financial parts.
2. Funds not used for Project implementation, resulting from the settlement of the Final Report, are subject to return at the request of the Agency within the time limit referred to in section 7(1) of the Agreement or another time limit indicated by the Agency. From the unused funds returned after this time limit statutory interest is charged as for the late payment, starting from the day following the day on which the time limit for the return of the aforementioned funds expired.

3. Funds used improperly are returned to the Agency's bank account within 14 days of the date they were requested to be returned. From the funds improperly used and returned after the time limit referred to in the first sentence, statutory interest is charged as for the late payment starting from the day following the day on which that time limit expired.

§13

Promotion

The Beneficiary is obliged to mark all prepared works, materials and documents created within the framework of or in connection with the Project, which are made publicly available or intended for the target group by placing on them in a visible place:

- 1) the logotype of the Agency, available for download from the website www.nawa.gov.pl;
- 2) the sign of the European Funds, the sign of the European Union with the name of the European Social Fund, available on the Agency website <https://nawa.gov.pl/promocja-i-targi/materialy-do-pobrania/projekt-power>;
- 3) and the following information: "The Programme is co-financed from the European Social Fund within the framework of the Operational Programme Knowledge Education Development, the project is not included in the competition and is entitled "████", implemented under Measure 3.3. Internationalisation of the Polish higher education system, specified in the application for project funding no. POWR.03.03.00-00-PN____/18, or
- 4) the information referred to in points 1-3) in English;
- 5) in audio products, the information concerning the funding by the Agency must be read out during the recording.

§14

Evaluation

1. The Beneficiary and Project Participants are obliged to participate in the evaluation of the Programme carried out by the Agency. The participation in the evaluation includes:
 - 1) filling in the evaluation questionnaire made available online by Agency within 30 days from the completion of the Project. The list of questions included in the questionnaire is attached as Appendix no. 4 to the Agreement;
 - 2) participation of the Beneficiary as well as the Project Participants in separate evaluations carried out at Agency's order or with the consent of Agency.
2. The Agency declares that the data obtained from the Beneficiary in accordance with section 1 do not affect the conditions for the payment of the allocated funds.

§15

Amendment to the Agreement

1. Any amendments to the Agreement require an annex entered into in writing 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 permitted up to a maximum of 10% of the lower-priced item. Transfers to budget items for which maximum amount limits have been set forth in the Regulations are not permitted.

3. An increase in the value of 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 permitted.

§16

Copyright

1. The Beneficiary undertakes to conclude a separate agreement on the transfer of author's economic rights with the Agency (a draft agreement is attached as Appendix no. 1 to the Agreement), including the exclusive right to grant permits for exercising a derivative copyright to all works created under the Project.
2. At the same time, in the agreement referred to in section 1, the Agency grants for the benefit of the Beneficiary a free of charge license for an indefinite period of time, without territorial limitations, for the use of the above mentioned works in all fields of use covered by the agreement referred to in section 1, together with a permit to exercise a derivative copyright.
3. The agreement referred to in section 1 is entered into at a written request of the Agency within a period specified in that request, which is no less than 7 days from the date of the receipt of the request.
4. The Beneficiary's failure to enter into the agreement referred to in this section constitutes a gross breach of this Agreement referred to in section 11(1)(2).

§17

Personal Data

1. On the basis of the data processing Agreement in connection with the implementation of the Operational Programme Knowledge Education Development 2014-2020 of 11 May 2015 No. WER/NCBR/DO/2015, entered into between the minister in charge of regional development and the National Centre for Research and Development (NCBR) and on the basis of the agreement entered into between the National Centre for Research and Development and the Agency and in connection with 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 (GDPR), the Agency is entrusted with the processing of personal data, on behalf of and for the minister in charge of regional development.
2. The rules and method of data processing are contained in appendix no. 10.

§18

Force Majeure

1. The Parties are released from liability for failure to fulfil their obligations under the Agreement due to the events caused by force majeure.
2. By force majeure, the Parties mean an event or combination of events beyond the Beneficiary's control which prevent or seriously impede the performance of their obligations under the Agreement, which the Beneficiary could not have foreseen and which they could not have prevented, and which they could not have overcome by acting with due diligence.
3. A Party may invoke the occurrence of force majeure only if it immediately, but not later than within 14 days, informs the other Party in writing about the occurrence of the force majeure

(together with a description of the situation or event), the expected duration of the force majeure and the estimated consequences of the occurrence of force majeure.

4. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

§19

Final Provisions

1. The Agreement enters into force on the date of its signing by the last Party.
2. The rights and obligations of the Parties under the Agreement may not be transferred to any third parties.
3. All correspondence, except for the cases of the use of the Agency's ICT system indicated in the Agreement, bearing the Agreement number, related to the performance of the Agreement, will be conducted in writing or by email.
4. In the event of technical problems relating to the functioning of the Agency's ICT system, e.g. in terms of report forms, it is possible to submit the reports, requests for the completion thereof outside the ICT system in a form agreed by both Parties.
5. In the event of a change in the details 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 the details. While the notification is pending, correspondence sent to the existing addresses is deemed to be effectively delivered. A change of the address of a Party does not require entering into 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, the Polish Civil Code and the Regulations apply.
7. In case of any discrepancies or other possible doubts as to the application of the Agreement or its appendices, the Parties agree that appendix no. [redacted] (recruitment regulations) prevails, followed by appendix no. [redacted] (application for funding), and then followed by the remaining appendices.
8. Any doubts arising during the course of the Project and related to the interpretation of the Agreement will be resolved first of all by way of consultations between the Parties.
9. Disputes arising due to the implementation of the Agreement will be settled by a common court having jurisdiction over the Agency's seat.
10. The Agreement has been drawn up in two counterparts, one for each Party.
11. Appendices:
 - 1) Regulations of the Programme available [redacted],
 - 2) Form for the participant's personal data to be entered into the ICT system of the Agency for monitoring project participants available at [redacted],
 - 3) GDPR: declaration of a project participant available at [redacted],
 - 4) Template of the interim report available at [redacted],
 - 5) Template of the final report available at [redacted],
 - 6) Evaluation survey available at [redacted],
 - 7) Template of the agreement on the transfer of copyright,
 - 8) Rules and method of personal data processing.

Agency:

_____, Warsaw _____,
(date, place)

Beneficiary:

_____, _____,
(date, place)

DRAFT AGREEMENT