

AGREEMENT NO .../...

hereinafter referred to as "**the Agreement**", concluded in Warsaw between

the Polish National Agency for Academic Exchange - a public legal entity established on the basis of the Act of July 7, 2017 on the Polish National Academic Exchange Agency (i.e., Journal of Laws of 2019, item 1582) 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 in accordance with the principles of its representation,

and

[Mr./Mrs.]: [full name], citizenship: [citizenship], address of residence: [address of residence], passport number: [passport number]

hereinafter referred to as "**the Scholarship Holder**",

Hereinafter referred to as „**the Parties**”,

The Parties agreed as follows:

§ 1

Subject matter of the agreement

1. The subject matter of the Agreement is implementation by the Scholarship Holder of the **POLONISTA - Scholarship and fellowship programme** (hereinafter referred to as "the Programme"), co-financed by the Agency, in accordance with the decision of NAWA Director No. [number] of [date].
2. The Director of the Agency granted the Scholarship Holder financial resources for the implementation of the Programme in accordance with the decision referred to in item 1 and the Programme Regulations constituting Annex 2 to the Agreement (hereinafter referred to as "the Programme Regulations").
3. The funds referred to in item 2 were awarded in the form of the scholarship.

§ 2

Terms of implementation of the Agreement

1. The Parties undertake to implement the Agreement based on:
 - 1) the Scholarship Holder's Application submitted during the call for proposals under the Programme,
 - 2) Programme Regulations in force as of the date of conclusion of the Agreement.
2. Statements made during the call for proposals under the Programme shall be binding during the period of implementation of the Agreement.
3. The Agency shall not be liable for any possible damages incurred by the Scholarship Holder or third parties arising in connection with the implementation of the Agreement.

§ 3

Obligations of the Scholarship Holder

The Scholarship Holder is obliged to perform his/her obligations in accordance with the Programme Regulations, in particular their part 5 "Obligations of the Scholarship Holder".

§ 4

Financing rules and suspension of payment

1. Scholarships shall be realized on the terms set out in the Programme Regulations, in particular their part 6 "Rules of payment of NAWA scholarship under the Programme" and part 7 "Reporting".

2. A precondition for the disbursement of the funds allocated under the Agreement shall be possession by the Agency of funds allocated for the implementation of the Programme. The Agency shall not be responsible for the actions or omissions of the university, in particular delays or non-payment of granted funds.

§ 5

Insurance

The Scholarship Holder is obliged to ensure adequate insurance, as specified in the Programme Regulations, for the duration of the studies.

§ 6

Scholarship Holder's Report

The Scholarship Holder shall perform his/her duties in accordance with the Programme Regulations, in particular their part 7 "Reporting".

§ 7

Evaluation principles

The Scholarship Holder is obliged to participate in the Programme evaluation studies conducted by the Agency or on its behalf, in accordance with the Programme Regulations, in particular their part 8 "Evaluation".

§ 8

Changes to the Agreement

1. In the event of circumstances resulting or likely to result in changes to the content of the Agreement or its annexes, the Scholarship Holder shall notify the Agency of such circumstances immediately, but not later than within 14 days from the date of their occurrence, under the pain of the circumstances not being recognized by the Agency as effective, whereas any activities carried out by the Agency using outdated information shall be effective against the Scholarship Holder using the Agency's ICT system.
2. Changes to the Agreement shall be made in written or documentary form, otherwise null and void, unless the provisions of the Agreement provide otherwise.

§ 9

Termination rules, force majeure

1. The Agreement may be terminated and the right to receive the scholarship may be cancelled by the Agency with immediate effect in the event of a material breach of the provisions of the Agreement, and in particular in connection with the circumstances set out in part 6 of the Programme Regulations.
2. Termination of the Agreement shall be made in a written or documentary form under the pain of nullity.
3. The parties are free from liability for failure to fulfill their obligations under the Agreement due to force majeure.
4. As force majeure, the Parties shall regard in particular external events, independent of the Parties, affecting the implementation of the Agreement, of an extraordinary nature, impossible to be foreseen and avoided that occurred after the conclusion of the Agreement.
5. A Party may invoke the occurrence of force majeure only if it immediately, but no later than within 3 days, informs the other Party via e-mail about the occurrence of force majeure, together with the description of the situation or occurrence, its expected duration and foreseeable consequences.
6. The Parties are obliged to take the necessary measures to limit damage caused by force majeure and to make every effort to resume the implementation of the Agreement as soon as possible.
7. In the event of occurrence of force majeure which is 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.

§ 10

Rules of communication

1. The Parties agree that the whole communication between them shall be conducted using the Agency's ICT system or the following contact details:
 - 1) on the side of the Scholarship Holder – to the e-mail address: **[e-mail address]**;
 - 2) on the side of the Agency - to the electronic address of the project supervisor: **polonista@nawa.gov.pl**
2. The parties also allow (by way of derogation from the provisions of item 1) communication in writing, using the postal addresses referred to at the introduction to the Agreement (addresses of the Parties).

§ 11

Final provisions

1. The Parties agree that the law applicable to the obligations arising under the Agreement shall be Polish law.
 2. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
 3. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Academic Exchange Agency, the Civil Code or other relevant universally applicable provisions of law shall apply.
 4. Disputes arising under the Agreement shall be resolved by a general court territorially competent for the venue of the registered office of the Agency.
 5. The Agreement has been concluded in documentary form via the Agency's ICT system and shall enter into force upon its acceptance by the last of the Parties.
1. Annexes:
 - 1) Application of the Scholarship Holder, submitted during the call for proposals under the Programme, available in the Agency's ICT system;
 - 2) Programme Regulations available at: www.nawa.gov.pl.

The Agency:

The Scholarship Holder:

(Signature)

(Signature)