

Attachment No 4: Template of the agreement with the Scholarship holder

IDENTIFICATION CARD OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

DETAILS OF THE AGREEMENT		
NAWA's decision number	[number]	
NAWA's agreement number	[number]	
Starting date	[date]	
Completion date	[date]	
SCHOLARSHIP HOLDER'S DATA		
SCHOLARSHIP HOLDER	[first name and surname]	
Address	[street, building number, apartment number / place / number, postal code, place]	
ID card or passport number	[if applicable]	
PESEL (Personal Identification Number)	[if applicable]	
BANK DETAILS		
Account holder	[name]	
Bank name	[name]	
IBAN (account number)	[number]	
FINANCING		
Allocated funds	[amount]	[currency symbol]

DECLARATION OF THE SCHOLARSHIP HOLDER

I hereby confirm that the above data corresponds to the factual and legal situation and I acknowledge that this page of the agreement constitutes its integral part.

.....

*Place, date*

.....

*Scholarship holder's signature*

## AGREEMENT NO .../...

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

The Polish National Agency for Academic Exchange established in Warsaw, ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, REGON (statistical identification number): 368205180, hereinafter referred to also as the “Agency”,

represented by its legal representative for the purpose of concluding this Agreement,

and

[Name and surname], citizen of [name], residing at ul. [residence address], identity card / passport no.: [number], using the following e-mail address: [e-mail address], hereinafter referred to as the “Scholarship holder”,

hereinafter jointly referred to as the “Parties”,

reading as follows:

### §1

#### Subject of the Agreement

1. The subject of the Agreement is the implementation of the Poland my first choice scholarship Programme (hereinafter referred to as the “Programme”), co-financed by the Agency in line with the Decision No. [number] of [date], by the Scholarship Holder.
2. The programme will be carried out in accordance with the rules provided for in this Agreement.
3. The programme covers the completion of the studies by the Scholarship holder within the time period specified in the Regulations.
4. The Agency Director awarded the Scholarship holder funds which are meant to allow him to complete the Programme, whose maximum amount totals PLN [amount] (say: [value] PLN .../100).
5. The funds referred to in paragraph 4 have been awarded for completing the second-cycle studies: for the period of [number] months from [date] until [date] the maximum amount of PLN [amount] (say: [value] PLN .../100).

### §2

#### Terms and conditions of the Agreement

1. The Agency and the Scholarship holder undertake to execute the Agreement on the basis of:
  - 1) generally applicable provisions of the law,
  - 2) provisions of the Agreement;
  - 3) the Scholarship holder’s application submitted in the call for applications under the Programme,

- 4) the Regulations of the Programme applicable as at the date of the conclusion of the Agreement.
2. Declarations submitted in the call for applications under the Programme shall be binding for the duration of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Scholarship holder or third parties arising from the performance of the Agreement.

### §3

#### Obligations of the Scholarship holder

Under the Agreement, the Scholarship holder shall, in particular, undertake the following:

- 1) legalise their stay in Poland for a definite period of time and present at the HEI a document certifying the legality of the stay by 30 November of each year;
- 2) attend regularly the classes provided for in the studies' curriculum;
- 3) observe the provisions of these Regulations, the scholarship agreement and the documents referred to therein, as well as the rules governing the completion of studies, pursuant to the provisions in force at the HEI offering such studies;
- 4) submit certificates after the first semester of studies during a given academic year and yearly reports in due time;
- 5) participate in events organised by the Agency;
- 6) participate in Programme evaluation – fill in the evaluation questionnaire and participate in other evaluation activities conducted by the Agency;
- 7) have health insurance and provide the HEI with a confirmation of having health insurance by 30 November of each year. A Scholarship holder originating from the EU Member States is obliged to have the European Health Insurance Card, provided he/she is covered by insurance in their country. The Scholarship holder who is not holding the European Health Insurance Card may insure himself/herself voluntarily by signing an agreement with the National Health Fund;
- 8) inform the Agency about any events and situations that may affect the Scholarship holder's performance under the Programme, including being granted a student leave.

### §4

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

1. The Agency shall supervise the appropriate execution of the Agreement.
2. The supervision shall cover in particular:
  - 1) *ad-hoc* supervision, in particular the Agency's right to request from the Scholarship holder explanations, information, requests for any documentation related to the Programme, within a period set by the Agency of not less than 7 days from the date of the request;
  - 2) evaluation of the reports;
  - 3) the Agency Director's right to suspend financing under the Programme in line with §5 of the Agreement;

- 4) authorisation of the Agency Director to terminate the Agreement, in accordance with §9 of the Agreement.
3. The Scholarship holder shall immediately inform the Agency of any problems or irregularities in the execution of the Agreement that threaten or may threaten the proper performance of the Agreement.

## §5

### Rules of financing. Rules for suspending financing

1. The Agency Director's scholarship shall be granted for the duration of the period of studies specified in the Regulations, i.e. for the number of semesters indicated in the regulations applicable to given studies.
2. The Agency Director's scholarship shall be paid out once a month to the individual account of the Scholarship holder kept in a bank located in Poland.

Bank account holder: .....
.....
Bank name: .....
.....
IBAN – full account number .....

3. The Scholarship is co-financed by the European Social Fund under the Operational Programme Knowledge Education Development.
4. The Agency's Scholarship holder shall be obliged to collect a living allowance scholarship from a single source only, i.e. exclusively from the funds granted to them in view of the fact that they are Scholarship holders under the Programme. The living allowance scholarship can be collected by Scholarship holders found eligible for scholarship exchanges abroad or for study exchanges under inter-HEI exchange they were directed to by their home HEI, provided that they respect the principle of single funding. The Scholarship holder applying to have his scholarship maintained during their visit co-financed from other funds shall be obliged to file an application to NAWA for the continued pay out of the scholarship along with the relevant justification, opinion of the home HEI and confirmation of the source of financing clearly indicating that there is no risk of double financing of activities from the financing provided under at least one fund, programme, instrument or initiative supported by the Union budget.
5. Pursuant to the Agreement, the Scholarship holder is entitled to receive scholarship in the amount of PLN 2,000 (say: two thousand PLN 00/100) per month of being enrolled in second-cycle studies.
6. The scholarship shall be granted for a single form of education, as well as for one field of studies. The Scholarship holder's simultaneous undertaking of another form of education or parallel fields of study shall proceed with the consent and on conditions set by the HEI, however, without the option to collect scholarship and additional financing from the Agency.
7. The Scholarship shall be paid out for the maximum of 12 months, in a given academic year starting from the first month of classes during studies; in particular in the case of issuing a

decision on granting financing during a given academic year, the scholarship shall be granted for a period shorter than 12 months in that academic year.

8. In order to continue to receive the scholarship during the second semester of a given year, the Scholarship holder has to submit a certificate received from the HEI referred to in §7(1).
9. In order to continue to receive the scholarship in the following academic year, the Beneficiary is required to submit a correct and complete report referred to in §7(2).
10. 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 Poland my first choice scholarship Programme. The Agency shall not be held responsible for the actions or neglect of the HEI.
11. The payout of the scholarship shall be suspended if the Scholarship holder:
  - i. fails to submit the certificate after every first semester during a given year of studies,
  - ii. fails to obtain credit for completing the first semester of each year of studies,
  - iii. is on a student leave (or a similar justified leave of absence),
  - iv. stays outside of Poland for more than 30 days – except for making a visit with the HEI's approval and which is in line with the principle of single financing indicated in part 6(4) of the Programme Regulations.

Once the reasons for suspending the scholarship cease to apply, the Scholarship holder may request the Agency, through the HEI, to reinstate the scholarship.

12. The NAWA Director establishes the conditions of financing education, i.e. exemption from study fees for the duration of the period of scholarship suspension, with regard to public HEIs; in the case of private HEIs, such conditions are determined by the HEI in which the Scholarship holder receives his/her education.

## §6

### Insurance

1. The Scholarship holder starting his/her education in Poland shall be obliged to hold the following health insurance:
  - 1) Scholarship holder being a citizen of a European Union Member State, shall be obliged to hold the European Health Insurance Card, provided he/she is insured in that Member State;
  - 2) Scholarship holder not holding the European Health Insurance Card may insure himself/herself voluntarily by signing an agreement with the National Health Fund.
2. By 30 November of each year, the Scholarship holder shall be obliged to provide the HEI with a confirmation of holding health insurance.

## §7

### Scholarship holder's reports

1. For the duration of studies, NAWA Scholarship holders shall be obliged to submit certificates after every first semester of a given year of studies confirming that they have been admitted to the next semester of studies and presenting their grade average obtained in the previous semester by:

- 1) 15 March of a given year in the case of the winter semester, or
  - 2) 15 October of a given year in the case of the summer semester.
2. In the course of their education, NAWA's Scholarship holders shall be obliged to submit annual reports for the past academic year by:
- 1) 15 October of a given year (if their studies start from the winter semester) or
  - 2) 15 March of a given year (if their studies start from the summer semester)
- which shall contain in particular information about their progress in completing the studies curriculum and their other academic and scientific activity during the past academic year, receiving credit for the past academic year and the achieved grade average during this year.
3. The first certificate has to be submitted following the completion of the first semester of studies.
  4. The first report has to be submitted following the completion of the first year of studies.
  5. The certificate has to be submitted to NAWA by e-mail, traditional mail or in person.
  6. Scholarship holders shall be informed about the means of submitting the report via NAWA's website or by e-mail.
  7. The report shall be subject to verification conducted by the Agency's employees. The Agency may decide to submit the Report for evaluation by external experts appointed by the Agency Director.
  8. Submission of the certificate confirming that the Scholarship holder received the credit for the first semester of a given year of studies shall constitute a prerequisite for paying out the scholarship in a given academic year. The Scholarship holder who fails to submit the certificate confirming that he/she received the credit for the previous semester in due time shall be deprived of the right to receive scholarship from NAWA during the next semester. Should they receive scholarship they were not entitled to, the Scholarship holder may be called to return the funds received.
  9. Sending a correctly filled in and complete report as well as receiving the credit for the given academic year shall be the condition for commencing scholarship payments in the following academic year.
  10. If an incorrect or incomplete report was submitted, the Scholarship holder shall be obliged to correct or supplement the report within 14 days from the date of receiving the information about the need for correcting or supplementing the report.
  11. The Scholarship holder who fails to submit the report from the course of his studies which confirms that he/she received credit for the last academic year in due time shall be deprived of the right to receive scholarship from the Agency in the coming academic year. Should they receive scholarship they were not entitled to, the Scholarship holder may be called to return the funds received.

## §8

### Rules of evaluation under the Programme

1. The Scholarship holder shall be obliged to participate in the Programme's evaluation studies conducted or commissioned by the Agency.
2. Once a year the Scholarship holder shall be obliged to complete an online evaluation survey which the Agency conducts when it drafts the report after the end of every academic year.

3. The Scholarship holder shall undertake to complete an online survey which the Agency may conduct within 2 years from the scholarship collection period running its course, with the aim of identifying patterns of professional development and education since the Programme's completion.
4. The Agency ensures full confidentiality of the opinions and information provided by the Scholarship holder under Programme evaluation and guarantees that the data obtained from the Scholarship holder in the course of the evaluation shall have no effect on the conditions according to which his scholarship is paid out.

## §9

### Rules of Agreement termination, force majeure

1. The Agency may terminate the Agreement and suspend the right to collect scholarship with immediate effect if the Scholarship holder:
  - 1) fails to obtain credit for completing a year of studies,
  - 2) was removed from the student list by the HEI,
  - 3) provided incorrect information on the basis of which funds have been granted to the Beneficiary,
  - 4) in the course of education they obtained a permanent residence permit or Polish citizenship,
  - 5) 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,
  - 6) has been staying in Poland illegally or failed to present a document confirming the legality of their stay,
  - 7) does not hold health insurance or failed to submit a document certifying that they hold health insurance,
  - 8) failed to submit or did not correct their annual report,
  - 9) violates the relevant provisions of the Agreement or the Programme Regulations, other than those mentioned above.
2. The termination of the Agreement requires a written form under pain of nullity.
3. Specifying the financial conditions for allowing the Scholarship holder whose scholarship was withdrawn on account of the fact that he/she had to re-take a year of studies to continue studies at the public and private HEI shall fall under the purview of the relevant HEI. The Scholarship holder may continue their education on conditions that do not entail incurring any education fees and without a scholarship from the Agency, provided that they have the consent of the relevant HEI.
4. The Parties shall be exempted from liability for failure to fulfil their obligations under the Agreement for reasons of force majeure.
5. By force majeure, the Parties shall understand, in particular: external events beyond the Parties' control, affecting the performance of the Agreement and being of extraordinary, unforeseeable and unavoidable nature, which occurred after the conclusion of the Agreement.
6. A Party may invoke the occurrence of the circumstances of force majeure only if it informs the other Party, via email, of the occurrence of force majeure without delay, but no later than

within 3 days, and presents a description of the situation or event, expected duration of force majeure and the foreseeable effects of the occurrence of force majeure.

7. 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.

## §10

### Promotion

The Scholarship holder shall be obliged to mark all the prepared works, materials and documents created under or in connection with the Programme, which are made publicly available or intended for a target group, by:

1. by placing on them the following elements in a visible place:
  - 1) the logotypes available for download from the [www.nawa.gov.pl](http://www.nawa.gov.pl) website;
  - 2) information referred to in part 9 paragraphs 1–3 of the Programme Regulations in English;
2. in the case of audio products, the note about the source of financing has be read aloud during the recording.

## §11

### Copyright

1. The Scholarship holder declares that:
  - 1) all works within the meaning of the Act of 4 February 1994 on copyrights and related rights (Journal of Laws of 2018, item 1191, as amended) that the Scholarship holder will use in the course of performance of the Agreement, as well as those created during its performance or as a result of its performance, shall be original, without unauthorised borrowings from third parties' works, and shall not infringe upon the rights of third parties, in particular copyrights and personality rights of such persons;
  - 2) he/she shall acquire rights, including proprietary copyrights and all authorisations to exercise dependent rights and moral rights, from the persons within whom the Scholarship holder will cooperate in the implementation of the Programme, and shall obtain irrevocable permits from those persons to perform dependent copyrights, moral rights and to introduce changes to works without the need to agree them with persons who are entitled to moral rights;
  - 3) he/she shall not dispose of the rights, including proprietary copyrights to materials, to the extent that would prevent the Agency to use them and dispose of them in the fields of exploitation specified in paragraph 3;
  - 4) in the event that third parties submit any claims concerning the Agency's use of works for which the Scholarship holder granted a license pursuant to paragraph 3, the Scholarship holder shall take all legal steps at his/her expense and risk to ensure adequate protection of the Agency against such third party claims, and in particular shall replace the Agency or, in the absence of such possibility, accede to the Agency in any proceedings pending against the Agency, and shall compensate the Agency for any costs that the Agency may incur or will be obliged to pay to third person as a result of a



claim or court action regarding the threat to or infringement of copyright, license, patent, registered design or trademark rights that the person submits in connection with exploitation of those works by the Agency.

2. On the day on which the work within the meaning of the Act on copyrights and related rights is created, the Scholarship Holder – as part of the implementation of the Programme – shall grant to the Agency a free of charge, non-exclusive licence for unlimited use of works created in connection with or as a result of the Programme implementation and for their disposal, for an indefinite period, without any territorial restrictions, for the statutory purposes of the Agency, conducting promotional or marketing activities, promoting the Programme and other programmes and activities of the Agency, in the fields of exploitation including:
  - 1) in terms of preservation and reproduction – production of copies of works by any technique including printing, reprography, magnetic, optical, analogue or digital technique; in any system or format; on any carriers, including audio or video media, paper or similar, photosensitive, magnetic, optical disks, memory chips, computer media or other recording or storage media;
  - 2) in terms of trade of the original or produced copies of works – placing on the market, rental, lending;
  - 3) in terms of disseminating the original or the produced copy in a different way than the one specified in point 1:
    - a) all broadcasting and rebroadcasting, including by means of wired or wireless vision or sound, by terrestrial stations, via satellite, in cable, telecommunications, multimedia or other transmission systems, in a non-coded or encoded manner, in an open or closed circuit; in any technique (including analogue or digital), system or format, with or without the possibility of recording, including text, multimedia, Internet, telephone or telecommunications services;
    - b) all public access to the produced works (including audiovisual works) in such a way that everyone can have access to it in a place and time chosen by them, including via terrestrial stations, via satellite, cable, telecommunications or multimedia networks, databases, servers or other devices and/or systems, including third parties, in an open or closed circuit, in any technique, system or format, with or without the possibility of recording, including also the websites mentioned in point (a);
    - c) all public broadcast, display, performance, including in particular during conferences, presentations, training sessions, meetings;
  - 4) making compilations or alternations;
  - 5) using in other works;
  - 6) translating to foreign languages;
  - 7) distributing the work online and making it available for everyone on the Internet without restrictions;
  - 8) using in information and promotional materials;
  - 9) using in public presentations;
  - 10) using in press publications, television programmes;

- and also allows the Agency to exercise dependent copyright and make available to third parties for the purpose of performing activities/actions for the Agency, referred to in points 1-10.
3. If after the conclusion of the Agreement the Agency will find it necessary to use the works referred to in paragraph 2 in a manner not provided for in the Agreement, the Scholarship holder – by virtue of funding received under the Programme – shall undertake to extend the licence to fields of exploitation requested by the Agency free of charge. The extension of the fields of exploitation shall take place by concluding an annex to this Agreement.
  4. The license referred to in paragraph 2 shall include the right to sub-licensing, which means that the Agency may authorise other persons to use the works within the scope of the obtained license and to exercise dependent rights free of charge.
  5. The Scholarship holder shall not terminate the license agreement during the term of the Programme financing and within 5 years from the date of completion of the Programme.
  6. The Agency will publish on [www.nawa.gov.pl](http://www.nawa.gov.pl) in the description of the work the information about the owner of proprietary copyrights and the following information: “Publication was made available with the consent of the author / heirs of the author. The publication nor any of its parts cannot be processed nor used for commercial purposes.”

## §12

### Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to any third parties.
2. In matters not covered by the Agreement the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other relevant legislation in force shall apply.
3. Any 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 on the date on which it is signed by the latter of both Parties.
6. The Agreement has been drawn up in two identical copies, one for each Party.

Agency:

Scholarship holder:

\_\_\_\_\_

*(Signature)*

Warsaw, \_\_\_\_\_

*(Place, date)*

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_, \_\_\_\_\_

*(Place, date)*

Annexes:

Attachment No. 1 – Declaration of the OP KED project participant

Attachment No. 2 – Personal data form of the OP KED project participant

Attachment No 1 to the Agreement with the Scholarship holder – Declaration of the Project participant

## DECLARATION OF THE PROJECT PARTICIPANT

(information obligation implemented in relation to Articles 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679)

Due to the fact that I join the **Poland my first choice** project, I hereby acknowledge that:

1. The controller of my personal data is the minister competent for regional development acting as the Managing Authority for Knowledge, Education, Development Operational Programme 2014-2020, having its headquarters at ul. Wspólna 2/4, 00-926 Warsaw.
2. The processing of my personal data is legal and fulfils the conditions referred to in Article 6(1)(c) and Article 9(2)(g) Regulation (EU) 2016/679 of the European Parliament and of the Council – the personal data are necessary for the implementation of the Knowledge, Education, Development Operational Programme 2014-2020 (OP KED) on the basis of:
  - 1) with reference to the set “Knowledge-Education-Development Operational Programme”:
    - a) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No. 1083/2006 (Official Journal EU L 347 of 20 December 2013, p. 320, as amended),
    - b) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006 (Official Journal of the EU L 347 of 20 December 2013, p. 470, as amended),
    - c) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective (Dz. [Journal of Laws] U. of 2017, item 1460, as amended);
  - 2) with reference to the set “Central IT system supporting the implementation of operational programmes”:
    - a) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and establishing general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No 1083/2006,
    - b) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006
    - c) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective (Dz. [Journal of Laws] U. of 2017, item 1460, as amended);

- d) Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 establishing detailed rules for the implementation of Regulation (EU) No 1303/2013 of the European Parliament and of the Council with reference to the templates for the transmission of certain information to the Commission and detailed rules for the exchange of information between the beneficiaries and managing, certifying, audit and intermediary institutions (Official Journal of the EU L 286 of 30 September 2014, p. 1).
3. My personal data shall be processed solely for the purpose of the implementation of “**Poland my first choice**” project, in particular for the purpose of confirming eligibility of expenditure, provision of support, monitoring, evaluation, control, audit and reporting as well as for the purpose of information and promotional activities carried out under OP KED.
4. My personal data have been entrusted to the Managing Authority – the **Ministry of Investment and Economic Development, ul. Wspólna 2/4, 00-926 Warsaw**, to the beneficiary implementing the project – **Polish National Agency for Academic Exchange, Warsaw, ul. Polna 40**, and to entities commissioned by the beneficiary to participate in the implementation of the project:

**name and address of the institution**

.....  
.....

My personal data may be transferred to entities implementing evaluation studies commissioned by the Managing Authority, Intermediate Body or Beneficiary. My personal data may also be entrusted to specialist companies implementing, at the request of the Managing Authority, the Intermediate Body and the Scholarship holder, inspections and audits under OP KED.

5. Providing data is a prerequisite for receiving support, and refusal to provide it is tantamount to inability of providing support under the project.
6. Within 4 weeks after completing participation in the project, I will provide the beneficiary with data regarding my status on the labour market and information on participation in education or training and obtaining qualifications or acquisition of competences.
7. Within three months after completing participation in the project, I will provide data on my status on the labour market.
8. In order to confirm the eligibility of expenditure in the project, my personal data such as first name (names), surname, PESEL number, project number, project start date, project end date, insurance title code, premium for health insurance, premium amount accident insurance can be processed in the set “Social Insurance Institution personal data set”, which is administered by the minister competent for regional development. The processing of my personal data is legal and fulfils the conditions referred to in Article 6(1)(c) and Article 9(2)(g) Regulation (EU) 2016/679 of the European Parliament and of the Council – the personal data are necessary for the implementation of the Knowledge, Education, Development Operational Programme 2014-2020 (OP KED) on the basis of<sup>1</sup>:
- 1) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and establishing general provisions on the European Regional

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<sup>1</sup> Processing of personal data in the Personal data set of the Social Insurance Institution refers to the situation in which the contract for co-financing the project was concluded with the beneficiary by the Ministry of Family, Labour and Social Policy or the Voivodeship Labour Office.

- Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No 1083/2006,
- 2) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006
  - 3) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective (Dz. [Journal of Laws] of 2017, item 1460, as amended);
  - 4) the Act of 13 October 1998 on social insurance system (Dz. U. of 2017, item 1778, as amended).

My personal data have been entrusted to the Managing Authority - ....., to the beneficiary implementing the project - ....., and to entities commissioned by the beneficiary to participate in the implementation of the project - .....

My personal data may be transferred to entities implementing evaluation studies commissioned by the Managing Authority, Intermediate Body or Beneficiary. My personal data may also be entrusted to specialist companies implementing, at the request of the Managing Authority, the Intermediate Body and the beneficiary, inspections and audits under OP KED.

9. My personal data will not be transferred to a third country or an international organisation.
10. My personal data will not be subjected to automated decision making.
11. My personal data will be stored until the Knowledge-Education-Development Operational Programme 2014–2020 is settled and the process of archiving documentation is completed.
12. I can contact the Data Protection Officer by sending a message to the following e-mail address: [iod@miir.gov.pl](mailto:iod@miir.gov.pl) or [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl)
13. I have the right to lodge a complaint with the supervisory body, which is the President of the Office for Personal Data Protection.
14. I have the right to access my data and correct, delete or otherwise limit its processing.

.....  
*PLACE AND DATE*

.....  
*LEGIBLE SIGNATURE OF THE PROJECT PARTICIPANT\**

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\* In the case of a minor's declaration of participation, the declaration should be signed by their legal guardian.

Attachment No. 2 to the Agreement with the Scholarship holder – Form of the participant's personal data to be entered into the Agency's ICT system for the purpose of monitoring project participants

## APPLICATION FORM OF THE PROJECT PARTICIPANT

Data of project participants

Country	Type of participant	The name of institution	
First name	Surname	PESEL (PERSONAL IDENTIFICATION NUMBER)	
No PESEL			
Sex	Age at the time of joining the project	Education	
Voivodeship	Powiat	Gmina	
City	Street		
Building number	Apartment number	Postal code	
Area according to the degree of urbanization (DEGURBA)	Contact phone number	E-mail address	

Status of the project participant at the time of joining the project

Person belonging to a national or ethnic minority, a migrant, a person of foreign origin	
Homeless person or person affected by exclusion from access to housing	
Person with disabilities	
Person in a different unfavourable social situation	

<p>.....</p> <p>PLACE AND DATE</p>	<p>.....</p> <p>LEGIBLE SIGNATURE OF THE PROJECT PARTICIPANT</p>
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