

IDENTIFICATION CARD OF THE AGREEMENT

DATA OF THE AGREEMENT		
Agency's decision number	[number]	
Agency's agreement number	[number]	
Start date	[date]	
End date	[date]	
DATA OF THE SCHOLARSHIP HOLDER		
Scholarship Holder	[full name]	
Address	[Street, building no., apartment no. / locality / postal code, post]	
Passport or ID number	[if applicable]	
FINANCING		
Granted financing	[amount]	PLN
Monthly rate of the scholarship	[amount]	PLN

AGREEMENT NO. PPN/.....

Concluded in Warsaw (hereinafter „the Agreement”), 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 (i.e. Journal of Laws of 2019, item 1582, hereinafter "PNAAE" 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 rules of its representation for the purpose of concluding this Agreement,

and

Mr./Ms. [full name], citizen of [name of the country], residing at: [address of residence], holding a passport no. [series and number], valid until [date of validity]., hereinafter referred to as "**the Scholarship Holder**",

hereinafter jointly referred to as "**the Parties**",

in connection with the decision of the Director of the Agency No. [number] of [date] granting funds as part of the implementation of the Exchange Programme for Students and Scientists as Part of Bilateral Cooperation – Offer for Incoming Students and Scientists - Academic Year 2021/22 (hereinafter "the Decision")

The parties have agreed as follows:

§1

Subject matter of the Agreement

1. The Agreement specifies the terms of implementation, financing and settlement of the funds awarded by the Decision to the Scholarship Holder under the Exchange Programme for Students and Scientists as Part of Bilateral Cooperation – Offer for Incoming Students and Scientists - Academic Year 2021/22 (hereinafter "the Programme").
2. The Scholarship Holder has been accepted for [internship/semester studies/first-cycle studies/second-cycle studies/education at a doctoral school (preceded by a preparatory

course for studies in Poland)/study visit/other form of scientific stay] in Poland¹ (hereinafter: "the Stay") at [name of the centre] - hereinafter referred to as "the Host Centre" starting from [date] till [date]

3. The maximum value of funds granted for the stay [shall amount to <maximum value of the scholarship> PLN / as results from Art. 209 of the Act of 20 July 2018 - the Higher Education and Science Law (hereinafter: "HESL").

§2

Terms of performance of the Agreement

1. The Agency and the Scholarship Holder undertake to implement the Agreement on the basis of:
 - 1) generally applicable provisions of law,
 - 2) provisions of the Agreement,
 - 3) provisions of the international agreement on the basis of which the Scholarship Holder was registered,
 - 4) Programme Regulations.
2. The Agency shall not be liable for any damages incurred by the Scholarship Holder or third parties arising in connection with the implementation of the Agreement.

§3

Obligations of the Agency

As part of the performance of the Agreement, the Agency undertakes to:

- 1) supervise the performance of the Agreement,
- 2) take care of the timely payment of funds under the Agreement, subject to §7 item 3 of the Agreement.

§4

Obligations of the Scholarship Holder

As part of the implementation of the Agreement, the Scholarship Holder undertakes in particular to:

- 1) regularly attend classes provided for in the schedule of his/her stay,
- 2) comply with all regulations in force in the Host Centre,
- 3) participate in events organized by the Agency,
- 4) possess health insurance in accordance with §5 of the Agreement,

¹ Choose as appropriate.

- 5) participate in the Programme evaluation, in accordance with §6 of the Agreement,
- 6) meet other requirements specified in the Programme regulations and the Agreement.
- 7) submit the interim report (if required) and the final report, the model of which is attached as Annex 1 to the Agreement.

§5

Insurance

1. The Scholarship Holder starting his/her stay in Poland is required to possess health insurance.
2. In the case of stays which are longer than one month, the Scholarship Holder is obliged to present a confirmation of possessing health insurance at the Host Centre within 30 days from the date of commencement of the stay in the Centre.

§6

Evaluation

1. As part of the Program evaluation, the Scholarship Holder is obliged to participate in evaluation studies conducted by the Agency and on behalf of the Agency.
2. The Scholarship Holder undertakes to complete the online survey, which the Agency may conduct within 2 years from the end of disbursement of the scholarship referred to in §7 item 1 of the Agreement to the Scholarship Holder, aimed at recognizing the paths of professional development and education from the moment of completing his/her stay in Poland.
3. The Agency guarantees confidentiality of opinions and information provided by the Scholarship Holder in accordance with items 1 - 2.

§7

Financing rules

1. The Scholarship Holder, based on the Agreement, shall be entitled during the stay to obtain the scholarship in the amount of [amount in PLN/resulting from art. 209 of HESL] (hereinafter "the Scholarship").
2. The scholarship shall be paid [for the period of <number> months in the academic year, starting from the first calendar month of the stay referred to in §1 item 2 of the Agreement/on the terms set out in HESL. in particular in art. 209 of HESL] and shall be disbursed monthly through the Host Centre.
3. The condition for the disbursement of the financing granted under the Agreement shall be possessing by the Agency the funds allocated for the implementation of the Programme.

§8

The manner and procedure for supervising the performance of the Agreement by the Agency

1. The Agency shall supervise correct performance of the Agreement by the Scholarship Holder.
2. The supervision shall include in particular:
 - 1) ad hoc supervision, including the possibility of sending inquiries to the Host Centre,
 - 2) the Agency Director's right to suspend the disbursement of the Scholarship, in accordance with §9 of the Agreement, [subject to § 2 of the Agreement - enter only if in § 7 item 2 of the Agreement there is the option 'on the terms set out in HESL. in particular in art. 209 of HESL'],
 - 3) the Agency Director's right to terminate the Agreement, in accordance with §10 of the Agreement, which shall mean the cessation of the disbursement of the Scholarship, [subject to § 2 of the Agreement - enter only if in § 7 item 2 of the Agreement there is the option 'on the terms set out in HESL. in particular in art. 209 of HESL'].
3. The Scholarship Holder is obliged to immediately inform the Agency of any changes, problems or irregularities in the performance of the Agreement and other circumstances that threaten or may threaten the correct performance of the Agreement.
4. The Scholarship Holder is obliged to immediately provide the Agency with information on the implementation of the Agreement.

§9

Suspension of the Scholarship

The disbursement of the Scholarship shall be suspended [subject to § 2 of the Agreement - enter only if in § 7 item 2 of the Agreement there is the option 'on the terms set out in HESL. in particular in art. 209 of HESL'] in the event that the Scholarship Holder has ceased to comply with the schedule of the stay, in particular has stopped participating in the classes provided for in the studies' curriculum,² the Scholarship Holder has been staying outside the territory of the Republic of Poland longer than one month, with the proviso that it is allowed that the Scholarship is received by the Scholarship Holders qualified for foreign scholarship stays under the Erasmus+ Programme or referred by their home university to scientific stays as part of an inter-university exchange. After the reason for suspending the Scholarship has ceased to exist, the Scholarship Holder may request the Agency through the Host Centre to reinstate the Scholarship.

² This shall regard the students of semester studies and full studies as well as the participants of preparatory courses for studies in Poland.

§10

Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect [subject to § 2 of the Agreement - enter only if in § 7 item 2 of the Agreement there is the option 'on the terms set out in HESL. in particular in art. 209 of HESL'], if the Scholarship Holder:
 - 1) has provided false information on the basis of which he/she was granted funds,
 - 2) has been removed the list of students or interns by the Host Centre,³
 - 3) has been disciplinarily punished or convicted by a valid court judgment for an offense committed intentionally or an intentional tax offense,
 - 4) is staying on the territory of the Republic of Poland illegally,
 - 5) does not have health insurance or has not presented a document confirming health insurance in accordance with § 5 item 2 of the Agreement,
 - 6) has breached other essential provisions of the Agreement or the Programme regulations than those mentioned above.
2. The Agreement may be terminated by the mutual agreement of the Parties, in particular in the event of circumstances which prevent or may significantly impede the performance of the Agreement. The parties shall agree on the terms of termination of the Agreement.
3. Termination of the Agreement shall require a documentary or written form, otherwise null and void.

§11

Force majeure

1. The Parties shall be relieved from the liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. Force majeure shall be understood by the Parties, in particular, as external events lying beyond their control, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, occurring after the conclusion of the Agreement.
3. Force majeure shall also be understood by the Parties as a persistent state of emergency as well as the state of epidemic, epidemic threat, pandemic and an act of authority of public bodies over which the infringing Party has had no influence and which could not have been prevented even with exercising due diligence.

³ This shall regard the students of semester studies and full studies as well as the participants of preparatory courses for studies in Poland.

4. A party may invoke force majeure only if it immediately, but not later than within 3 days, notifies the other Party via e-mail about the occurrence of force majeure, along with the description of the situation or occurrence, its expected duration and the foreseeable consequences.
5. In the event 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.
6. The parties are obliged to take necessary measures to limit the damage caused by force majeure and to make every effort to resume the implementation of the Agreement as soon as possible.

§12

Dissemination of image

1. Under the Agreement, the Scholarship Holder gives consent to the Agency to disseminate his/her image as well as film and promotional materials with his/her participation recorded in connection with the Programme implementation without any time and territorial restrictions.
2. The consent referred to in item 1 shall include the use of the Scholarship Holder's image by the Agency or other persons acting on behalf of the Agency, recording and reproducing the Scholarship Holder's image through any medium, in particular publications 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 with the Agency's statutory objectives.

§13

Personal data

1. The Controller of the Scholarship Holder's personal data (within the meaning of the General Data Protection Regulation (GDPR)) shall be the Agency.⁴
2. The data shall be used for the following purposes:
 - 1) implementation of the Programme (legal basis - Article 6 (1) (e) of the GDPR) - 'activities carried out in the public interest'),
 - 2) performance of the Agreement (legal basis - Article 6 (1) (b) of the GDPR - 'performance of the contract')

⁴ Within the scope referred to in art. 14 of PNAAE the controller shall be the Agency Director.

- 3) fulfilment of the Agency's legal obligations related to the Programme, e.g. keeping accounting records (legal basis - Article 6 (1) (c) of the GDPR) – ‘legal obligation’),
- 4) pursuance or defending against possible claims related to the Programme or in connection with the need to prove certain facts which are significant in this regard for the Agency (legal basis - Article 6 (1) (f) of the GDPR) – ‘legitimate interest’); the time limits for pursuing claims under the Agreement are specified in detail in the Civil Code.
3. The provision of the data shall be voluntary, but necessary for participation in the Programme and in the implementation of other above-mentioned Agency's objectives. Refusal to provide the data may result in the inability to participate in the Programme and the inability to implement other above-mentioned Agency's objectives.
4. The data shall not be used to make decisions based solely on the automated processing of personal data, including profiling within the meaning of art. 22 of the GDPR.
5. The data shall be used for the period necessary to implement the above-mentioned purposes, i.e. in particular:
 - 1) for the period of 25 years after the end of the duration of the Agreement,
 - 2) for the period resulting from legal provisions (data which the Agency has to store in accordance with the applicable provisions of law, e.g. accounting data),
 - 3) for the period of making any other necessary settlements with the Scholarship Holder.
6. The data subject may submit to the Agency the request for:
 - 1) access to his/her personal data (information about the personal data being processed and a copy of the data),
 - 2) rectification of his/her data (if it is incorrect), transfer of the data (in the cases specified in the GDPR),
 - 3) its deletion or limitation of its processing– on the terms set out in the GDPR.
7. Irrespective of the rights mentioned above, the data subject may object to the processing of his/her data at any time, if the legal basis for the use of data constitutes:
 - 1) a legitimate interest (Article 6 (1) (f) of the GDPR) or
 - 2) a task carried out in the public interest (Article 6 (1) (e) of the GDPR).
8. The data subject shall also have the right to lodge a complaint to the Head of the Personal Data Protection Office, if it is found that the processing of personal data violates the law.
9. Subject to ensuring all the data security guarantees, the data may be transferred - apart from persons authorized by the Controller - to other entities, including:
 - 1) entities involved in the Programme implementation,

- 2) entities authorized to receive it in accordance with the provisions of law,
 - 3) entities processing it on behalf of the Agency (e.g. technical services and advisory services providers) and
 - 4) other controllers (e.g. notarial or legal offices).
10. In the event of transferring the personal data outside the European Economic Area, such transferring shall be carried out in accordance with the requirements set out in Chapter V of the GDPR.
11. In matters related to the personal data protection, please contact the Agency's Data Protection Officer (DPO) at: odo@nawa.gov.pl.

§14

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 Polish law shall apply, in particular the provisions of PNAAE and the Civil Code.
3. Disputes arising from the performance of the Agreement shall be resolved by the common court competent for the venue of the registered office of the Agency.
4. Any changes to the Agreement shall be made in writing or in a documentary form, otherwise null and void, unless the provisions of the Agreement stipulate otherwise.
5. The Agreement has been concluded in a documentary form via the Agency's ICT system and shall enter into force upon its approval by the last of the Parties.
6. The Agreement has been drawn up in two language versions, Polish and English. In the event of discrepancies between the Polish and English versions of the Agreement, the Polish version shall prevail.
7. Annexes:
 - 1) Model final report - required content
 - 2) Programme Regulations (available on the Agency's website at: nawa.gov.pl)

The final report on the implementation of the course/internship/studies/partial studies/research Project:

- I. Description of the implementation of the course/internship/studies/partial studies/research project together with the substantive report (understandable for a wide audience) - maximum 2 A4 pages, font 12, line spacing 1.5.
- II. Conclusions, comments, effects of the completed course/internship/studies/partial studies/research project for further studies and scientific work
- III. Annex to the report - a copy of the Scholarship Holder's certificate of completion of the course/internship/studies/partial studies/research project at the Host Centre or, in the case of full studies - a copy of the graduation certificate with the final grade.