

IDENTIFICATION CARD OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

DATA OF THE AGREEMENT			
1. Number of the decision	[number]	2. Number of the agreement	[number]
3. Start date	[date] if applicable	4. End date	[date] if applicable
DATA OF THE SCHOLARSHIP HOLDER			
5. SCHOLARSHIP HOLDER		[full name]	
6. Country		[country]	
7. Address		[address]	
8. ID Or Passport no.		[number]	
9. Personal id. no. [PESEL] (if applicable)		[number]	
REPORTING			
10. Report	Reporting period	From [date]	To [date]
		Academic year	
11. Final report	Reporting period	From [date] if applicable	To [date] if applicable

STATEMENT OF THE SCHOLARSHIP HOLDER

I confirm the compliance of the above data with the legal and factual state of affairs and I acknowledge that this page to the Agreement constitutes its integral part.

.....  
Place, date

.....  
signature of THE SCHOLARSHIP HOLDER

AGREEMENT NO .....  
hereinafter referred to as „the Agreement”,

concluded In Warsaw 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 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 for the purpose of conclusion of the Agreement by its legal representative,

and

Mr./Ms. [full name], a citizen of [name of the country], residing at ul. [address of residence - street no., city, postal code], ID card/passport no.: [number, country]/personal id. no. (PESEL): [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. Subject matter of the Agreement constitutes performance by the Scholarship Holder of the activity consisting in [implementation of the scholarship], hereinafter referred to as "the Scholarship", financed by the Agency in accordance with the decision of the NAWA Director no. [number] of [date] (hereinafter referred to as "the Decision"), constituting Annex no. 5 to the Agreement under the Programme [name of the programme], hereinafter referred to as "the Programme"
2. The programme shall be implemented on the terms specified by the Agreement.
3. The Director of the Agency within the implementation of the Programme granted the Scholarship Holder funds for [participation in the preparatory course/period of studies/period of education at the doctoral school] in accordance with the Announcement of the call for proposals under the Programme (hereinafter referred to as "the Announcement") constituting Annex 2 to the Agreement.
4. The Agreement shall be implemented in the period [from to /of the preparatory course/of the statutory period of the studies/of education at the doctoral school/of winter semester/of summer semester] from the academic year [academic year].

## §2

### Terms of performance of the Agreement

1. The scholarship shall be implemented in accordance with:
  - 1) the provisions of the Agreement and the Identification Card, constituting Annex no. 1 to the Agreement;
  - 2) the Announcement, followed by;

- 3) the Regulations of the Polish National Agency for Academic Exchange Programmes - Programmes for natural persons taking up education (hereinafter referred to as "the Regulations"), constituting Annex no. 4 to the Agreement;
  - 4) the application [**number**] for participation in the Programme, to the extent approved for implementation by the Agency in accordance with the Decision, constituting Annex 3 to the Agreement, hereinafter referred to as "the Application".
2. Statements submitted within the call for proposals under the Programme shall be binding during the performance of the Agreement.
  3. The Agency shall not be liable for any damages incurred by the Scholarship Holder or third parties, arising in connection with the performance of the Agreement, in particular such as costs of treatment not covered by insurance.

### **§3**

#### **Obligations of the Scholarship Holder**

The Scholarship Holder shall be obliged to fulfil the obligations on the terms of the Agreement as well as the Announcement and the Regulations.

### **§4**

#### **Financing rules. Principles of suspending financing**

1. The funds shall be disbursed on the terms of the Agreement as well as the Announcement and the Regulations.
2. The condition for the payment of funds granted under the Agreement shall be possessing by the Agency the funds allocated for the implementation of the Programme.
3. The Agency shall not be responsible for the actions or omissions of the university, in particular for any delays or failure to pay the awarded funds.

### **§5**

#### **Insurance**

The Scholarship Holder shall be obliged to arrange for his/her insurance specified in the Announcement and the Regulations for the duration of the Agreement.

### **§6**

#### **Scholarship Holders' Reports**

The Scholarship Holder shall be obliged to fulfil the obligations in accordance with the Agreement as well as the Announcement and the Regulations.

### **§7**

#### **Principles of Evaluation**

The Scholarship Holder shall be obliged to participate in the Programme evaluation conducted by the Agency (or other authorized entities indicated in the Regulations) on the terms and conditions specified in the Agreement and in the Regulations.

### **§8**

#### **Terms of Agreement Termination, Force Majeure**

1. In the event of occurrence of circumstances resulting in or likely to lead to changes in the content of the Agreement or its annexes, the Scholarship Holder shall report this fact to the

- Agency immediately, but not later than within 7 days from the date of the occurrence, under the pain of not recognizing them as effective by the Agency.
2. The Parties shall be released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
  3. Force majeure shall be considered by the Parties, in particular, as external events lying beyond the control of the Parties, influencing the performance of the Agreement, of an extraordinary nature, impossible to be predicted and avoided, which took place after the conclusion of the Agreement.
  4. A party may invoke the occurrence of force majeure only if it immediately, but not later than within the time limit specified in point 1, informs the other Party of the occurrence of force majeure, together with the description of the situation or event, expected duration of force majeure and the description of its foreseeable consequences.
  5. The parties shall be obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the performance of the Agreement as soon as possible.
  6. In the event of occurrence of force majeure limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to change the rules of the Programme and the amount of the Scholarship rates.
  7. If it is detected that the Scholarship Holder has breached the Agreement, in particular with regard to his/her obligations, including the requirements for submitting reports, the Agency may terminate the Agreement in writing, upon prior written requesting the Scholarship Holder and giving him/her an additional 14-day period for ceasing the breaches of the Agreement or removing or remedying their consequences.
  8. The Agreement may also be terminated by the Parties by their mutual agreement in the event of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In such the case, the parties shall agree on the terms of settlement of the received funds.

## **§9**

### **Principles of personal data protection, image dissemination**

1. Under the Agreement, the Scholarship Holder shall grant the Agency the consent to disseminate his/her image as well as film and promotional materials with his/her participation, recorded in connection with the implementation of the Scholarship, without any time and territorial restrictions.
2. The consent referred to in point 1, shall cover the use of the Scholarship Holder's image by the Agency or by other persons acting on behalf of the Agency, recording and reproducing the Scholarship Holder's image through any medium, in particular publication 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 of the statutory objectives of the Agency.
3. The protection of personal data shall be carried out on the terms set out in the Regulations.

## **§10**

### **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 the Act on the Polish National Agency for Academic Exchange, the Civil Code or other generally applicable provisions of law shall apply.
3. The Parties agree that the law applicable to the obligations arising under the Agreement shall be Polish law.
4. Disputes arising from the performance of the Agreement shall be settled by the common court territorially competent for the location of the registered office of the Agency.
5. The Scholarship Holder shall be obliged to notify the Agency within 7 days of any changes of the essential data included in the Agreement, including: change of name, address, e-mail address - under the pain of all activities performed by the Agency via the Agency's ICT system using outdated data being effective towards the scholarship holder.
6. The Agreement was concluded in a documentary form via the Agency's ICT system and shall enter into force upon its acceptance by the last Party.
7. Any amendments to the Agreement shall be made in writing or in a documentary form, otherwise null and void, unless the provisions of the Agreement provide otherwise.
8. Annexes to the Agreement:
  - 1) Annex no. 1 - Identification card of the Agreement with the Scholarship Holder;
  - 2) Annex no. 2 - Announcement available at: [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 3) Annex no. 3 - Application for participation in the Programme available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>;
  - 4) Annex no. 4 - Regulations of the Polish National Agency for Academic Exchange Programmes - Programmes for natural persons taking up education, available at: [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 5) Annex no. 5 - Decision of the Agency Director, available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>.

The Agency:

The Scholarship Holder:

\_\_\_\_\_  
(Signature)  
Warsaw, \_\_\_\_\_  
(date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_, \_\_\_\_\_  
(date)