

SCHOLARSHIP AGREEMENT IDENTIFICATION CARD

AGREEMENT DATA			
1. Decsision no.	[number]	2. Agreement no.	[number]
3. Starting date	[date]	4. End date	[date]
SCHOLARSHIP HOLDER DATA			
5. Scholarship Holder	[full name]		
6. Address	[address]		
7. ID/Passport no.	[number]		
BANK DATA			
8. Account holder	[full name]		
9. IBAN (account no.)	[number]		
10. Account currency	[currency]	11. SWIFT	[code]
FINANCING			
	Funds awarded (%)	Amount	Payment deadline
12. Funds awarded	100%	[amount] PLN	[date]
13. Advance payment	[80 %]	[amount] PLN	[date]
14. Final payment	[20 %]	[amount] PLN	[date]
REPORTING			
15. Final report	Reporting period	From [date]	To [date]

DECLARATION OF THE SCHOLARSHIP HOLDER

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

.....
Place, date

.....
Signature of the Scholarship Holder

Agreement no. [number of the agreement]
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./Ms. [name and surname] residing at [address], ID card/passport number: [number]/PESEL: [number], hereinafter referred to as "**the Scholarship Holder**".

The parties agreed as follows:

§ 1

Subject matter of the Agreement

1. The subject matter of the Agreement is the implementation by the Scholarship Holder of the project [title of the project], hereinafter referred to as "the Project", co-financed by the Agency, in accordance with decision no. [number] of [date] (hereinafter referred to as "the Decision"), under the POLONISTA – Scholarship and fellowship programme, (hereinafter referred to as "the Programme").
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 for the period of implementation of the Project, from [date] to [date].

§ 2

Terms of implementation of the Agreement

The project shall be implemented in accordance with the provisions of:

- 1) the Scholarship Agreement Identification Card, constituting Annex 1 to the Agreement,
- 2) the Programme Regulations constituting Annex 2 to the Agreement,
- 3) the Application for co-financing to the extent accepted to be implemented by the Agency in accordance with the Decision, constituting Annex 3 to the Agreement, hereinafter referred to as "the Application".

§ 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. The funds shall be transferred to the Scholarship Holder's bank account, indicated in Annex 1, in the amount and dates specified therein, in accordance with the Programme Regulations.
2. The precondition for the disbursement of funds granted under the Agreement shall be possession of funds allocated for the implementation of the Programme by the Agency. The Agency shall not be

responsible for any delays in the transfer of funds to the Agency which are dedicated to the payment of funds referred to in the first sentence by other entities.

3. The Director of the Agency may suspend the Scholarship in situations specified in the Programme Regulations and on the terms set out therein.

§ 5

Insurance

The Scholarship Holder is obliged to ensure adequate insurance, as specified in the Programme Regulations, for the duration of the Agreement referred to in § 1.

§ 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

NAWA Visual identification rules

1. The Scholarship Holder is obliged to place on all publications resulting from the Project implementation information in Polish or English on the financing of the Project by the Polish National Agency for Academic Exchange along with its logo.
2. The obligation specified in item 1 does not regard the situations where its fulfillment is excluded due to the principles applied by the publishing entity, in particular the publishing house.

§ 9

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 a written or documentary form, otherwise null and void, unless the provisions of the Agreement provide otherwise.

§ 10

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.

§ 11

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).

§ 12

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.
6. Annexes:
 - 1) Annex No. 1 – Scholarship Agreement Identification Card;
 - 2) Annex No. 2 - Programme Regulations available at: www.nawa.gov.pl;
 - 3) Annex 3 - Application of the Scholarship Holder, submitted during the call for proposals under the Programme, available in the Agency's ICT system.

The Agency:

The Scholarship Holder:

(Signature)

(Signature)