

IDENTIFICATION SHEET OF THE GRANTEE AGREEMENT

CONTRACTUAL DATA			
1. Decision No.	[number].	2. Contract number	[number].
3. Start date	[date] if applicable	4. Completion date	[date] if applicable
DATA OF THE SCHOLARSHIP HOLDER			
5. Scholarship recipient	[name and surname].		
6. Country	[country].		
7. Address	[address].		
8. Passport or ID no.	[number].		
9. PESEL (if applicable)	[number].		
REPORTING			
10. Partial report	Reporting period	As of [date]	By [date]
		Academic year	
11. Final report	Reporting period	From [date] if applicable	By [date] if applicable

STATEMENT BY THE SCHOLARSHIP HOLDER

I confirm that the above details are factually and legally correct and acknowledge that this page of the Agreement forms an integral part thereof.

Place,

date Signature of recipient

AGREEMENT NO.
hereinafter referred to as the "Agreement",

concluded in Warsaw between:

The National Agency for Academic Exchange - a state legal entity established on the basis of the Act of 7 July 2017 on the National Exchange Agency with its registered office in Warsaw, 40 Polna Street, 00-635 Warsaw, NIP: 5272820369, REGON: 368205180, hereinafter referred to as the "Agency", represented by its legal representative for the purpose of concluding the Agreement,

a

Mr./Mrs. [Name and Surname], citizen of [name], residing at [address of residence - street no., town, postal code] , identity card/passport no.: [number, country]/PESEL: [number], hereinafter referred to as the "Scholarship Holder",

hereinafter jointly referred to as "the Parties",
with the following content:

§1

Subject of the Agreement

1. The subject of the Agreement is the implementation by the Scholarship Holder of an activity consisting of [implementation of a scholarship] hereinafter referred to as the "Scholarship", financed by the Agency in accordance with the Decision of the Director of NAWA No. [number] of [date] (hereinafter referred to as the "Decision"), constituting Annex No. 5 to the Agreement within the framework of the [name of the Programme] hereinafter referred to as the "Programme".
2. The programme will be implemented under the terms of the Agreement.
3. For the implementation of the Programme, the Director of the Agency has allocated funds to the Grantee for [participation in a preparatory course/period of study/period of training at a doctoral school]in accordance with the Programme Call Announcement (hereinafter referred to as the "Announcement") attached as Annex 2 to the Agreement.
4. The contract will be executed during the period [from until /preparatory course/regulatory period of study/doctoral school/winter semester/summer semester] from the academic year [academic year].

§2

Conditions for performance of the Agreement

1. The scholarship will be implemented in accordance with:
 - 1) provisions of the Agreement and the Identification Card enclosed as Appendix 1 to the Agreement;
 - 2) Advertisement, followed by;
 - 3) The Rules of Procedure of the National Agency for Academic Exchange Programmes - Programmes for Individuals Undergraduates (hereinafter referred to as "the Rules"), attached as Annex 4 to the Agreement;

- 4) application [number] for participation in the Programme, in the scope accepted for implementation by the Agency in accordance with the Decision, attached as Annex 3 to the Agreement, hereinafter referred to as the "Application".
2. Declarations made as part of the call for applications for the Programme are binding during the period of execution of the Agreement.
3. The Agency shall not be liable for any damage suffered by the Grantee or third parties arising from the performance of the Agreement, in particular for medical expenses incurred which are not covered by insurance.

§3

Responsibilities of the Scholarship Holder

The grantee is obliged to fulfil the obligations under the terms of the Agreement, including the Announcement and the Regulations.

§4

Funding rules. Withholding rules

1. Funds will be disbursed in accordance with the terms of the Agreement, including the Announcement and the Regulations.
2. The disbursement of funds granted under the Agreement is conditional on the Agency having funds allocated to the Programme.
3. The Agency shall not be liable for the acts or omissions of the higher education institutions, in particular for delays or non-payment of the funding awarded.

§5

Insurance

The Grantee is required to provide its own insurance, as specified in the Announcement and Regulations, for the duration of the Contract.

§6

Grantee Reports

The grantee is obliged to perform its duties in accordance with the Agreement, including the Announcement and the Regulations.

§7

Principles of evaluation

The grantee is obliged to participate in the evaluation of the Programme conducted by the Agency (or other authorised entities indicated in the Regulations), under the terms and conditions specified in the Agreement, including the Regulations.

§8

Termination rules, force majeure

1. If circumstances arise which result or may result in changes to the content of the Agreement or its annexes, the Grantee shall notify the Agency immediately, but no later than within 7 days of their occurrence, failing which the Agency shall not recognise them as effective.
2. The parties shall be indemnified for failure to fulfil their obligations under the Contract due to force majeure.

3. By force majeure, the Parties mean in particular external events beyond the control of the Parties, affecting the performance of the Contract, of an extraordinary nature, impossible to foresee and avoid, which occur after the conclusion of the Contract.
4. A Party may invoke force majeure only if it informs the other Party of the occurrence of force majeure without delay, but no later than within the period specified in paragraph 1, together with a description of the situation or event, the expected duration of the force majeure and a description of the foreseeable consequences of the force majeure.
5. The parties are obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume implementation of the Agreement as soon as possible.
6. In the event of force majeure limiting or preventing the execution of the Agreement for more than 30 days, the Agency reserves the right to amend the Programme rules and the Scholarship rates.
7. If the Grantee is found to be in breach of the Agreement, including, in particular, in respect of its obligations, including reporting requirements, the Agency may terminate the Agreement in writing, after giving the Grantee written notice and an additional period of 14 days to cease the breaches, remove or remedy the consequences of the breaches of the Agreement.
8. The Agreement may also be terminated by the Parties by agreement of the Parties in the event of the occurrence of circumstances for which neither of the Parties is responsible and which make it impossible to perform the Agreement. In this case, the Parties will agree on the terms of settlement of the funds received.

§9

Dissemination of the image

1. The Scholarship recipient may grant voluntary consent to the Agency to disseminate his/her image and film and promotional material featuring him/her, recorded in connection with the implementation of the Scholarship, without any time and territorial restrictions.
2. The consent referred to in paragraph 1 covers the use of the Grantee's image by the Agency or by other persons acting on the Agency's behalf, the recording and reproduction of the Grantee's image through any medium, in particular publication in newspapers, magazines, reports, reports, folders, publications on the Internet, including the Agency's website, exhibitions and electronic publications, for promotional, marketing purposes of the Agency, in connection with the realisation of the Agency's statutory objectives.
3. The form for granting voluntary consent for image processing in connection with participation in the Programme is attached as Annex 6 to the Agreement .

§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 National Academic Exchange Agency, the Civil Code or other relevant universally applicable provisions shall apply.
3. The parties agree that the law applicable to an obligation arising from the Contract shall be Polish law.

4. Disputes arising from the implementation of the Agreement shall be settled by the ordinary courts having jurisdiction over the seat of the Agency.
5. The Grantee shall be obliged to notify the Agency of any change of relevant data included in the Agreement, e.g.: change of surname, address, e-mail address within 7 days, on pain that any action taken by the Agency using outdated data shall be effective against the Grantee using the Agency's ICT system.
6. The Agreement has been concluded in documentary form via the Agency's ICT system and shall enter into force upon acceptance by the last Party.
7. Amendments to the Agreement must be made in writing or in document form on pain of nullity, unless otherwise provided for in the Agreement.
8. Annexes to the Agreement:
 - 1) Annex 1 - Identification sheet of the Agreement with the Scholarship Holder;
 - 2) Annex 2 - Announcement available at www.nawa.gov.pl;
 - 3) Annex 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 National Agency for Academic Exchange Programmes - Programmes for natural persons undertaking education, available at www.nawa.gov.pl;
 - 5) Annex 5 - Decision of the Agency Director, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>.
 - 6) Appendix 6 - Form for granting voluntary consent for image processing in connection with participation in the Programme.

Agency:

Grantee:

(Signature)

Warszawa

(date)

(Signature)

(date)