

Annex 3: Model agreement with the Scholarship Holder

IDENTIFICATION CARD FOR THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

AGREEMENT DATA	
No. of NAWA decision	[number]
No. of NAWA agreement	[number]
Start date	[date]
End date	[date]
SCHOLARSHIP HOLDER DATA	
SCHOLARSHIP HOLDER	[full name]
Address	[street, building no., apartment no. / locality / postal code, postal address]
ID or passport no.	[if applicable]
BANK DATA	
Account holder	[name]
Bank name	[name]
IBAN (account no.)	[number]

DECLARATION OF THE SCHOLARSHIP HOLDER

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

.....

Place, date

.....

signature of the Scholarship Holder

AGREEMENT NO. .../...

concluded in Warsaw (hereinafter referred to as "the Agreement"), between:

the Polish National Agency for Academic Exchange with its registered office in Warsaw, under the address: ul. Polna 40, 00-635 Warszawa, a public legal person operating pursuant to the Act of 7 July 2017 on the Polish National Agency for Academic Exchange (Journal of Laws of 2019, item 1582), tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180, hereinafter also referred to as the "Agency", represented by its legal representative in accordance with the rules of representation in order to conclude this Agreement,

and

[name and surname], a citizen of [name of the country], residing at: [address of residence], ID card/passport no: [number], valid until [date of validity], communicating with the use of the following e-mail address: [e-mail address], hereinafter referred to as "the Scholarship Holder",

hereinafter jointly referred to as "the Parties",
which agreed as follows:

§1

Subject matter of the Agreement

1. The subject matter of the Agreement constitutes implementation by the Scholarship Holder Poland my first choice Scholarship Programme (hereinafter referred to as "the Programme"), financed by the non-competition project "Poland my first choice" no. POWR.03.03.00-00-PN18/19-00 implemented by the Agency, under the Operational Programme Knowledge Education Development, Measure 3.3 - Internationalization of Polish higher education. The programme shall be implemented on the basis of the decision of the Agency Director No. [number] of [date] on the terms specified in this Agreement.
2. The Programme shall be implemented under the terms of this Agreement.
3. The Programme shall cover attending by the Scholarship Holder studies within the statutory period of their duration.
4. For the implementation of the Programme, the Agency's Director has granted the Scholarship Holder the Scholarship in the amount specified in the Programme Regulations.
5. The measure referred to in item 4 has been granted for the completion of second-cycle studies within their statutory period of education.

§2

Terms of the Agreement performance

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) the Scholarship Holder's application submitted under the call for proposals under the Programme, constituting Annex No. 3 to the Agreement,
 - 4) Programme Regulations constituting Annex 4 to the Agreement.
2. Declarations submitted in the call for proposals under the Programme shall be binding during the performance of the Agreement.
3. The Agency shall not be responsible for any possible damages incurred by the Scholarship Holder or third parties arising from the implementation of the Agreement.

§3

Obligations of the Scholarship Holder

The Scholarship Holder shall be obliged to fulfil his/her obligations in accordance with the Programme Regulations, in particular their part 5 "Rights and obligations of the Programme Scholarship Holder".

§4

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

1. The Agency shall supervise correct implementation 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, and any documentation related to the Programme, within the time limit set by it, not shorter than 7 days from the date of the request;
 - 2) assessment of reports;
 - 3) authorization of the Agency Director to suspend financing of the Programme, in accordance with §5 of the Agreement;
 - 4) authorization of the Agency Director to terminate the Agreement, in accordance with §9 of the Agreement.
3. The Scholarship Holder shall be obliged to immediately inform the Agency of any problems or irregularities in the performance of the Agreement which threaten or may threaten correct performance of the Agreement.

§5

Financing rules. Principles of suspension of financing

1. The Scholarships shall be implemented on the terms set out in the Programme Regulations, in particular their part 6 "Scholarship payment rules" and part 7 "Reporting".

- The Agency Director's Scholarship shall be paid once a month to the Scholarship Holder's individual bank account established in a bank in the territory of Poland:

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

- The Scholarship shall be co-financed by the European Social Fund under the Operational Programme Knowledge Education Development.
- The Scholarship Holder shall be obliged to receive the Scholarship from one source only, i.e. only as the financial resources granted to him/her as the Programme's Scholarship Holder. Receiving the Scholarship by the Scholarship Holders qualified for foreign Scholarship stays or assigned by their home university for research stays under an inter-university exchange shall be allowed, provided that the principle of lack double funding shall be observed. The Scholarship Holder applying for continuation of receiving the Scholarship during the stay co-financed from other funds shall be obliged to request NAWA for the continuation of the Scholarship payment together with justification, the opinion of the sending university as well as confirmation of the source of financing, which clearly shows that there is no risk of double financing of activities by the resources of at least one fund, programme, instrument or initiative supported by the EU budget.
- The condition for the payment of funds granted under the Agreement shall be possessing by the Agency allocated funds for the implementation of Poland my first choice Scholarship programme.

§6

Insurance

The Scholarship Holder shall be obliged to possess appropriate insurance for the duration of his/her studies, as specified in the Programme Regulations, in particular in their part 5 "Rights and obligations of the Scholarship Holder under the Programme".

§7

Scholarship Holder Report

The Scholarship Holder shall be obliged to fulfil his/her obligations in accordance with the Programme Regulations, in particular their part 7 "Reporting".

§8

Programme evaluation rules

The Scholarship Holder shall be obliged to participate in the Programme evaluation studies conducted by the Agency or at its request, in accordance with the Programme Regulations, in particular their part 8 "Evaluation".

§9

Termination rules, force majeure

1. The Agreement may be terminated and the right to receive the Scholarship withdrawn by the Agency with immediate effect, if the Scholarship Holder:
 - 1) fails a year of studies,
 - 2) has been removed from the list of students by the university,
 - 3) has provided false information on the basis of which he/she was granted funds,
 - 4) has obtained Polish citizenship during the cycle of the studies,
 - 5) has been disciplinarily punished or convicted by a valid court judgment for an offense committed intentionally or an intentional tax offense,
 - 6) is staying on the territory of the Republic of Poland illegally or has not presented a document confirming the legalization of his/her stay on the territory of the Republic of Poland at the request of the Agency or the university,
 - 7) does not possess health insurance or has not presented a document confirming possession of the insurance at the request of the Agency or the university,
 - 8) has not submitted or corrected the annual report,
 - 9) has breached any material provisions of these Regulations or the Agreement other than those listed above.
2. Termination of the Agreement shall be made in writing under the pain of nullity.
3. It shall be at the university's discretion to define the financial conditions of allowing the Scholarship Holder to continue studies at a public or private university whose Scholarship has been withdrawn due to repeating by the Scholarship Holder the year of studies.
4. The Parties shall be released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
5. The Parties shall consider as force majeure, in particular, external events lying beyond the control of the Parties, affecting the performance of the Agreement, of extraordinary nature, impossible to be predicted and avoided, occurring after the conclusion of the Agreement.
6. By force majeure referred to in item 4 the Parties shall also understand a persisting state of emergency as well as a state of epidemic, epidemic threat, pandemic, etc., acts of public bodies on which the infringing Party has had no influence and which could not have been prevented by exercising due diligence.
7. A party may only invoke force majeure if it immediately, but not later than within 3 days, notifies the other Party via e-mail about the occurrence of force majeure, together with the description of relevant situation or occurrence, expected duration of the force majeure and its foreseeable consequences.

8. 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.
9. In the event of force majeure limiting or preventing performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.

§10

Promotion

The Scholarship Holder shall be obliged to mark all prepared works, materials and documents created as part of or in connection with the Programme implementation, which are made public or are intended for the target group by:

- 1) placing on them, in a visible place:
 - a) the marks of: European Funds with the name of the Operational Programme Knowledge Education Development, the colours of the Republic of Poland, the European Union emblem with the name of the European Social Fund and the Agency's logo available for download from the website www.nawa.gov.pl;
 - b) the information referred to in part 9 item 3-4 of the Programme Regulations in English language;
- 2) reading during the recording of audio products information about the source of the Scholarship's financing - the Agency's non-competition project "Poland my first choice" co-financed by the European Union under the European Social Fund.

§11

Personal data protection rules

Personal data protection shall be carried out in accordance with the Programme Regulations, in particular their part 11 "Personal data protection".

§12

Final provisions

1. 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. Disputes arising under the Agreement shall be settled by the common court competent for the venue of the registered office of the Agency.
4. Amendments to the Agreement shall require an annex concluded in written form under the pain of nullity, unless the provisions of the Agreement provide otherwise.

5. The Agreement shall enter into force upon its signing by the last Party.
6. The Agreement has been drawn up in Polish and English languages. In case of any doubts as to its interpretation, the Polish version shall prevail.
7. The Agreement has been drawn up in two identical copies in Polish and in two identical copies in English, one copy of each language version for each Party.

Agency:

(Signature)
Warsaw, _____
(Place, date)

Scholarship Holder:

(Signature)
_____, _____
(Place, date)

Annexes:

Annex 1 - Declaration of the OP KED project participant

Annex 2 - Personal data form of a Project / Programme participant

Annex 3 - the Scholarship Holder's application submitted under the Programme's call for proposals procedure - placed in the Agency's ICT system

Annex 4 - Programme Regulations - available on the Agency's website

Annex 1 - Declaration of the OP KED project participant

DECLARATION OF THE PROJECT PARTICIPANT

(information obligation implemented in connection with Art. 13 and Art. 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679)

In connection with joining the project entitled Poland my first choice, I acknowledge that:

1. The controller of my personal data shall be the minister responsible for regional development, acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014-2020, with registered office at: ul. Wspólna 2/4, 00-926 Warszawa.
2. The processing of my personal data is lawful and meets the conditions referred to in art. 6 item 1 letter c and art. 9 item 2 letter g of the Regulation (EU) 2016/679 of the European Parliament and of the Council - personal data is necessary for the implementation of the Operational Programme Knowledge Education Development 2014-2020 (OP KED) on the basis of:
 - 1) with regard to the database "Operational Programme Knowledge Education Development":
 - a) the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions 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 and repealing Council Regulation (EC) No 1083/2006 (Official Journal of the UE L 347 of 20.12.2013, p. 320, as amended),
 - b) the Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006 (Official Journal of the UE L 347 of 20.12.2013, p. 470, as amended),
 - c) the Act of 11 July 2014 on the principles of implementing programmes in the field of cohesion policy financed in the 2014-2020 financial perspective (Journal of Laws of 2017, item 1460, as amended);
 - 2) with regard to the database "Central ICT system supporting implementation of operational programmes":
 - a) the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions 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 and repealing Council Regulation (EC) No 1083/2006,
 - b) the Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006,

- c) the Act of 11 July 2014 on the principles of implementing programmes in the field of cohesion policy financed in the 2014-2020 financial perspective (Journal of Laws of 2017, item 1460, as amended),
 - d) the Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchanges of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies (Official Journal of the UE L 286 of 30/09/2014, p. 1).
3. My personal data shall be processed only for the purpose of implementing the "**Poland my first choice**" project, in particular for confirming the eligibility of expenses, granting funds, monitoring, evaluation, control, audit and reporting as well as information and promotion activities under the OP KED.
 4. My personal data has been entrusted for processing to the Managing Authority - **Ministry of Investment and Development, ul. Wspólna 2/4, 00-926 Warszawa**, the beneficiary implementing the project - **the Polish National Agency for Academic Exchange, ul. Polna 40, 00-635 Warszawa**, and entities which, on behalf of the beneficiary, participate in the project implementation:

name and address of the institution

.....
.....

My personal data may be transferred to entities conducting evaluation studies at the request of the Managing Authority, Intermediate Body or beneficiary. My personal data may also be entrusted to specialist companies which carry out, at the request of the Managing Authority, Intermediate Body and the Scholarship Holder, controls and audits under the OP KED.

5. Providing the data constitutes a prerequisite for receiving support, and refusal to provide it shall be tantamount to the inability to grant support under the project.
6. Within 4 weeks after completing participation in the project, I shall provide the beneficiary with the data regarding my status on the labour market and information on participation in education or training as well as obtaining qualifications or acquiring competences.
7. Within three months after ending my participation in the project, I shall provide the data regarding my status on the labour market.
8. (Item 8 Not applicable) In order to confirm the eligibility of expenses in the project, my personal data, such as name(s), surname, PESEL (personal id. no.), project number, date of starting participation in the project, date of ending participation in the project, insurance title code, amount of health insurance premium, amount of accident insurance premium may be processed in the "ZUS Personal Data Collection" whose controller is the minister responsible for regional development. The processing of my personal data is lawful and meets the conditions referred to in art. 6 item 1 letter c and art. 9 item 2 letter g of the Regulation (EU) 2016/679 of the European Parliament and of the Council - personal data is

necessary for the implementation of the Operational Programme Knowledge Education Development 2014-2020 (OP KED) on the basis of:¹

- 1) the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions 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 and repealing Council Regulation (EC) No 1083/2006,
- 2) the Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006,
- 3) the Act of 11 July 2014 on the principles of implementing programmes in the field of cohesion policy financed in the 2014-2020 financial perspective (Journal of Laws of 2017, item 1460, as amended),
- 4) the Act of 13 October 1998 on the social insurance system (Journal of Laws of 2017, item 1778, as amended).

My personal data has been entrusted for processing to the Managing Authority - not applicable, to the beneficiary implementing the project - not applicable, and to entities which, on behalf of the beneficiary, participate in the project implementation - not applicable. My personal data may also be entrusted to specialized companies which, at the request of the Managing Authority, the Intermediate Body and the beneficiary, conduct controls and audits under OP KED.

9. My personal data shall not be transferred to a third country or an international organization.
10. My personal data shall not be subject to automated decision making.
11. My personal data shall be stored until the Operational Programme Knowledge Education Development 2014 -2020 is settled and the archiving of documentation is completed.
12. I can contact the Data Protection Inspector by sending a message to the e-mail address: iod@miir.gov.pl or the e-mail address odo@nawa.gov.pl
13. I have the right to file a complaint with the supervisory authority, which is the Head of the Personal Data Protection Authority.
14. I have the right to access my data and to rectify, delete or limit its processing.

.....
PLACE AND DATE

.....
LEGIBLE SIGNATURE OF THE PROJECT PARTICIPANT

¹ Processing of personal data in the personal data database from the Social Insurance Institution (ZUS) concerns a situation in which the project co-financing agreement was concluded by the beneficiary with the Ministry of Family, Labour and Social Policy or the Voivodeship Labour Office.

* In the case of a declaration of participation of a minor, the declaration should be signed by its legal guardian.

Annex 2 - Personal data form of a Project / Programme participant

APPLICATION FORM OF A PROJECT / PROGRAMME PARTICIPANT

Data of Project participants

Country	Type of participant	Name of institution
Name	Surname	
Sex	Age upon joining the Project	Education
Voivodeship	Powiat	Municipality
Locality	Street	
Building no.	Apartment no.	Postal code
Area according to the degree of urbanization (DEGURBA)	Contact telephone	E-mail address

Project participant status at the time of joining the project

A person belonging to a national or ethnic minority, a migrant, a person of foreign origin	
A homeless person or a person affected by exclusion from access to housing	
A person with disabilities	
A person with a different social disadvantage	