

Attachment No 2: Template of the agreement with the Beneficiary

IDENTIFICATION CARD TO THE AGREEMENT WITH A BENEFICIARY

CONTRACT DATA		
NAWA Decision number	[number]	
NAWA Agreement number	[number]	
Start date	[date]	
End date	[date]	
BENEFICIARY DATA		
Beneficiary	[first name and surname]	
Address	[street, building no /apartment no/ postal code/city/ country]	
ID number or Passport number	[if applicable]	
PESEL	[if applicable]	
FINANCING		
Granted funds	[amount]	[currency symbol]

DECLARATION OF A BENEFICIARY

I confirm the compliance of these data with the actual and legal status and acknowledge that this page to the contract is its integral part.

.....
(Place, date)

.....
(Signature of the Beneficiary)

AGREEMENT NO .../...

Concluded in Warsaw (hereinafter referred to as the “Agreement”), between:

The Polish National Agency for Academic Exchange established in Warsaw, ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, REGON (statistical identification number): 368205180, hereinafter referred to also as the “Agency”,

represented by its legal representative for the purpose of concluding this Agreement,
and

[Name and surname], citizen of [name], residing at ul. [residence address], identity card/passport no.: [number], hereinafter referred to as the “Beneficiary”,

hereinafter jointly referred to as the “Parties”,

reading as follows:

§1

Subject of the agreement

1. The subject of the Agreement is the Beneficiary’s completion of the Stefan Banach Programme – second-degree studies (hereinafter referred to as the „Programme”), co-financed by the Agency, pursuant to the decision no. [number] of [date].
2. The programme will be carried out in accordance with the rules provided for in this Agreement.
3. The programme covers the completion of the [choice: language-adaptive/preparatory] course and studies by the Beneficiary within the time period specified in the Regulations.
4. The Agency Director awarded financial resources to the Beneficiary for the completion of the Programme, amounting to PLN (say: [value] PLN .../100).
5. The funds referred to in section 4 were granted for the period of [number] months from [date] until [date], i.e.:
 - for completing the [choice: language-adaptive/preparatory] course: for the period of [number] months from [date] until [date] the maximum amount of [amount] PLN (say: [value] PLN/100).
 - for completing the second-degree studies: for the period of [number] months from [date] until [date] the maximum amount of [amount] PLN (say: [value] PLN .../100).

§2

Terms and conditions of the Agreement

1. The Agency and the Beneficiary undertake to execute the Agreement on the basis of:
 - 1) generally applicable provisions of the law,
 - 2) provisions of the Agreement,
 - 3) the Beneficiary's application submitted in the call for applications under the Programme,
 - 4) the Regulations of the Programme applicable as at the date of the conclusion of the Agreement.
2. Declarations submitted in the call for applications under the Programme shall be binding for the duration of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties arising from the performance of the Agreement.

§3

Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) provide the Agency with an HEI-issued certificate confirming admission to studies in a given field and indicating the studies' period, within 14 days from being admitted;
- 2) legalise their stay in Poland for a definite period of time and present, at the course institution and the HEI, respectively, a document certifying the legality of the stay by 30 November of each year;
- 3) regularly attend the classes provided for in the curriculum of the course or studies;
- 4) observe the provisions of these Regulations and the scholarship agreement, as well as the rules governing the completion of the preparatory course or studies, pursuant to the provisions in force at the institution and the HEI conducting such course or studies;
- 5) submit annual reports in a timely manner;
- 6) participate in events organised by the Agency;
- 7) participate in Programme evaluation – fill in the evaluation questionnaire and participate in other evaluation activities conducted by the Agency;
- 8) hold health insurance and provide the institution conducting the preparatory course and the HEI, respectively, with a confirmation of holding health insurance by 30 November of each year;
- 9) inform the Agency about any events and situations that may affect the Beneficiary's performance under the Programme, including being granted student leave.

§4

Rules of financing. Rules for suspending financing

1. NAWA Director's scholarship is granted for the regulation specified duration of the **[language and adaptation/preparatory]** course and for the regulatory period of studies, i.e. for the number of semesters indicated in the regulations applicable to given studies.
2. The scholarship of the Agency Director shall be paid once a month, through the institution conducting the course or through the HEI.
3. The Agency's Beneficiary shall be obliged to collect a living allowance scholarship from a single source only, i.e. exclusively from the funds granted to them in view of the fact that they are Beneficiaries under the Programme. The living allowance scholarship can be collected by Beneficiaries found eligible for scholarship based exchanges abroad under the Erasmus+ Programme or for study exchanges under inter-HEI exchange they were directed to by their home HEI. In order to keep the scholarship, the Beneficiary has to submit an application to the Agency along with their reasoning and the opinion of the HEI organising the scholarship/exchange.
4. The Agreement shall entitle the Beneficiary to the following funds:
 - 1) scholarship in the amount of PLN [1500/1700] (say: [fifteen/seventeen hundred] PLN 00/100) a month being enrolled in the **[language and adaptation/preparatory]** course;
 - 2) scholarship in the amount of PLN [1,500] (say: fifteen hundred PLN 00/100) a month being enrolled in second-degree studies;
 - 3) during the first year of studies – the first monthly scholarship plus PLN 500, allocated to cover the costs of establishment in Poland – does not apply to persons who graduated from first-degree studies in Poland and had been enrolled in second-degree studies in Poland when the call for applications for the Programme was announced;
 - 4) during the last year of studies – the last monthly scholarship plus PLN 500, allocated for the costs related to preparing the diploma thesis.
5. In the case of a documented event of force majeure the Agency Director may, upon the Beneficiary's written request, allow a onetime PLN 500 (say: five hundred PLN 00/100) increase of the scholarship paid to them in a given month, on account of the said event of force majeure. Agency shall pay out this part of the scholarship to the Beneficiary's individual account.
6. The scholarship shall be granted for the **[language and adaptation/preparatory]** course, as well as for one form of education and for one field of studies. The Beneficiary's simultaneous undertaking of another form of education or parallel studies shall proceed with the consent and on conditions set by the HEI, however, without the option to collect scholarship and additional financing from the Agency.
7. The scholarship shall be paid for maximum **[1 month of the language and adaptation course]** and maximum 12 months of an academic year, starting from the first month of classes in the **[preparatory course]** or in the course of studies; in the case of Beneficiaries continuing their previously started second-degree studies in Poland – beginning in October of the year during which the scholarship was awarded;
8. Scholarship payment in the following academic year shall be contingent on sending a correct and complete report referred to in point 6 (1).

9. The condition for payment of financial resources granted under the Agreement is the Agency having the funds to implement the Stefan Banach scholarship programme – second-degree studies. The Agency shall not be held responsible for the actions or neglect of the institution conducting the course or the HEI, especially delaying or defaulting on payments of the granted funds.
10. The payout of the scholarship shall be suspended when the Beneficiary:
 - i. is on student leave (or a similar justified leave of absence),
 - ii. has been outside of Poland for more than 30 days – except for undertaking a visit for which they were directed by the HEI, e.g. as part of the Erasmus+ programme.Once the reasons for suspending the scholarship cease to apply, the Beneficiary may request the Agency, through the HEI, to reinstate the scholarship.
11. Upon the Beneficiary's request approved by the Team for Students' Programmes, the Agency Director shall establish the financial conditions applicable to studies while scholarship payments are suspended, i.e. exemption from fees.

§5

Insurance

1. The Beneficiary starting their education in Poland is obliged to hold health insurance:
 - 1) Beneficiary being a citizen of a European Union Member State, provided they hold insurance there, shall be obliged to hold the European Health Insurance Card;
 - 2) Beneficiaries not holding the European Health Insurance Card may insure themselves voluntarily by signing an agreement with the National Health Fund.
2. By 30 November of each year, the Beneficiary shall be obliged to submit, at the institution conducting the preparatory course or the HEI, respectively, a confirmation of holding health insurance.

§6

Reports of the Beneficiary

1. In the course of their education, the Beneficiary shall be obliged to submit annual reports for the last academic year by 15 October of a given year, featuring information on collecting all credits required to complete a given academic year and the average from achieved grades. In the case of Beneficiaries beginning their studies in the summer semester of a given academic year, their first report shall be a semester report: covering the first semester of their studies.
2. The first report has to be submitted following the completion of the preparatory course; in the case of Beneficiaries not taking part in this course, the report has to be submitted following the completion of the first year of studies under the Programme.
3. Beneficiaries shall be informed on how to submit the report via NAWA's website or by e-mail.
4. In the case of submitting a report that is incorrect or incomplete, the Beneficiary shall be obliged to correct or complete it within 14 days of receiving the information about the need for corrections or missing information.

5. Sending a correctly filled in and complete report as well as completing the preparatory course or academic year shall be the condition for commencing scholarship payments in the following academic year.
6. The Beneficiary who fails to submit the report confirming their completion of the preparatory course or the last academic year in due time shall be deprived of the right to receive scholarship from the Agency in the coming academic year. Should they receive scholarship they were not entitled to, the Beneficiary may be called to return the funds received.

§7

Rules of project evaluation

1. The Beneficiary shall be obliged to participate in the Programme's evaluation surveys conducted or commissioned by the Agency.
2. Once a year the Beneficiary shall be obliged to complete an online evaluation questionnaire, which the Agency may conduct after a given academic year is over, by 15 October.
3. The Beneficiary shall undertake to complete an online questionnaire which the Agency may conduct within 2 years from the scholarship collection period running its course, with the aim of identifying patterns of professional development and education since the Programme's completion.
4. The Agency shall guarantee full confidentiality of opinions and information provided by the Beneficiary within the framework of the Programme evaluation and shall guarantee that the data obtained from the Beneficiary within the framework of the evaluation will have no influence on the conditions of scholarship payments made to the Beneficiary.

§8

Rules of Agreement termination, force majeure

1. The Agency may terminate the Agreement and suspend the right to collect scholarship with immediate effect if the Beneficiary:
 - 1) repeated a semester or full year of the preparatory course or studies;
 - 2) was removed from the list of course participants by the institution conducting the course or removed from the student list by the HEI,
 - 3) provided incorrect information on the basis of which funds have been granted to the Beneficiary,
 - 4) in the course of education they obtained a permanent residence permit or Polish citizenship,
 - 5) has been subject to a disciplinary penalty or convicted by a valid court judgment for an offence committed intentionally or for an intentional tax offense,
 - 6) has been staying in Poland illegally or failed to present a document confirming the legality of their stay on the territory of the Republic of Poland,

- 7) does not hold health insurance or failed to submit a document certifying that they hold health insurance,
 - 8) fails to submit or correct their annual report,
 - 9) violates the relevant provisions of the Agreement or the Programme Regulations, other than those mentioned above.
2. Termination of the Agreement requires a written form under pain of nullity.
 3. Specifying the financial conditions for allowing the Beneficiary, whose scholarship was suspended due to re-taking a year or a semester, to continue the preparatory course or course of studies shall fall under the purview of the institution conducting the course or the HEI. The Beneficiary may continue their education on conditions that do not entail incurring any education fees and without a scholarship from the Agency, provided that they have the consent of the relevant institution or HEI.
 4. The Parties shall be exempted from liability for failure to fulfil their obligations under the Agreement due to force majeure.
 5. By force majeure, the Parties shall understand, in particular: external events beyond the control of the Parties, affecting the performance of the Agreement and being of extraordinary, unforeseeable and unavoidable nature, which occurred after the conclusion of the Agreement.
 6. A Party may invoke the occurrence of the circumstances of force majeure only if, without delay, but no later than within 3 days, it informs the other Party, via email, of the occurrence of force majeure, and presents a description of the situation or event, expected duration of force majeure and the foreseeable effects of the occurrence of force majeure.
 7. The Parties shall take the necessary measures to reduce the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

§9

Rules of personal data protection, dissemination of the image

1. The Agency shall be the personal data Controller for the Applicants, Beneficiaries and contact persons. The data will be used for:
 - carrying out the call for applications under the Programme,
 - selecting Beneficiaries and concluding scholarship agreements with them,
 - execution of concluded scholarship agreements.
2. Personal data of the Beneficiary may be transmitted to the Agency's staff members, external experts, diplomatic and consular posts, staff members of the institutions conducting the **[language and adaptation/preparatory]** course or HEI staff, in connection with the implementation of the aforementioned objectives. Transmitting of personal data to the aforementioned persons or entities outside the European Economic Area (European Union Member States, Iceland, Norway and Liechtenstein) shall take place on the basis of standard data protection clauses adopted or approved by the European Commission. The data subject shall be entitled to receive a copy of the data transmitted outside of the EEA.
3. The legal basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation (GDPR). The data is provided voluntarily, however, it is necessary for

participating in the call for applications or to sign scholarship agreements. Refusal to provide data shall be tantamount to the application being left out of consideration.

4. Personal data:
 - of the Applicants – will be used for a period of 5 years from announcing the call for applications results
 - of the Beneficiaries – will be used for a period of 5 years from the termination of the scholarship agreement
 - of the contact persons – will be used for a period of 5 years from the termination of the scholarship agreement
5. The data subjects shall be entitled to:
 - request the Agency to provide access to their personal data,
 - correct, remove or limit the use of their personal data,
 - transfer their personal data,
 - lodge a complaint with the supervisory body (President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).

- in line with the rules specified in the GDPR.
6. Contact details of the Data Protection Officer: Adam Klimowski, [email: odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).

§10

Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
2. In matters not covered by the Agreement the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other relevant legislation in force shall apply.
3. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
4. Any amendment to the Agreement shall be null and void unless made in writing, unless the provisions of the Agreement stipulate otherwise.
5. The Agreement shall enter into force once it is signed by the latter of both Parties.
6. The Agreement has been drawn up in two identical copies, one for each Party.

Agency:

Beneficiary:

(Signature)

(Signature)



Warsaw, _____

(Place, date)

_____, _____

(Place, date)