

FRAMEWORK CONTRACT  
No UE/NAWA/[yyyy]/[mm]/[0000]

concluded on [date] in Warsaw, hereinafter referred to as the "Contract", between:

**Polish National Agency for Academic Exchange based in Warsaw**, at ul. Polna 40, 00-635 Warsaw, NIP (tax identification number) 527-28-20-369, hereinafter referred to as the "Agency" represented by its legal representative in accordance with its principles of representation to conclude this Contract,

and

[first name and surname] residing in [city/ post code / street / house number / apartment number], PESEL (personal identification number): [No], hereinafter referred to as the "Expert",

hereinafter referred to jointly as "the Parties", or each one of them as the "Party",

reading as follows:

§1

**Subject of the Agreement**

1. The Subject of the Contract is the cooperation between the Agency and the Expert and setting up the framework conditions for the placement and fulfilment of orders as regards the tasks of reviewers under § 4(2) of the rules governing the appointment and cooperation with external experts of NAWA constituting an annex to the Order referred to in paragraph 2.
2. Order No 6/2019 of 12 February 2019 by the Agency Director on external experts of NAWA (hereinafter "Order") shall be an integral part of the Contract.
3. By concluding the Contract with the Expert, the Agency is not obliged to make to the Expert an order request referred to in §3. In such a case, the Expert shall not be entitled to a claim on this account, including remuneration for waiting for an order.

§2

**Duration of the Contract**

The Contract is concluded for a definite period until [date].

### §3

#### The method of Contract implementation

1. The Agency presents the Expert with an offer for a task specified in the Order by placing an order. When placing an order with the Expert, the Agency indicates the type of task, the mode and date of its completion and the remuneration specified in the Order.
2. Each time, the expert shall be informed on how their remuneration is to be financed.
3. The Expert is obliged to accept the order or to provide a reasoned refusal to accept the order within 3 working days from receiving the order. Lack of a response within this period shall be deemed an unfounded order refusal.
4. The prerequisite for the Expert to accept an order for execution shall be the submission of the required declarations in line with the templates attached as annexes No. 2, 3 and 4 to the rules governing appointment and cooperation with external experts of NAWA, attached as an annex to the Order, concerning:
  - 1) fulfilling the requirements referred to in paragraph 3 of the rules governing appointment and cooperation with external experts of NAWA
  - 2) confidentiality of information,
  - 3) no conflict of interests and impartiality in relation to the applicant/contractor of the project to which the order relates.
5. The Expert undertakes to execute the order in accordance with the generally applicable provisions of law and in accordance with all documents, in particular the regulations of the programmes that apply to the tasks assigned to the Expert.
6. By accepting the order, the Expert undertakes:
  - 1) to fulfil the order within a specified period,
  - 2) to get acquainted with the documentation of the programme concerned,
  - 3) to perform the task specified in the order in a fair and reliable manner, in accordance with his or her knowledge and the rules defined for a given programme,
  - 4) not to contact the applicant/contractor of the project, whose documents they came to possess while carrying out the order, for the duration of the contract,
  - 5) not to take on any paid work related to the implementation of the project concerned, until the project is completed,
  - 6) to immediately provide comprehensive explanations regarding the fulfilment of the order at the request of the Agency,
  - 7) to comply with the Safety Policy followed by the Agency, as set out in Attachment No 3 to the Agreement,

- 8) to meeting all the requirements set out in the vacancy notice for the Agency's Expert Database.
7. The deadline for the fulfilment of the order referred to in subparagraph 1 may be extended only in justified cases after obtaining the Agency's consent.
8. As for contracts for programmes co-financed from EU funds under the Operational Programme Knowledge Education Development 2014–2020 (OPKED), the Expert undertakes to observe additional regulations related to the implementation of OPKED, in particular:
  - 1) Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020,
  - 2) Guidelines for the implementation of the principle of level playing field and non-discrimination, including accessibility for people with disabilities and the principle of level playing field for women and men as part of the EU funds for 2014-2020,
  - 3) programme regulations and regulations of the work of the project appraisal commission under these programmes for co-financing from ESF funds.
9. The expert bears full responsibility for performing the tasks specified in the Contract, in accordance with its provisions.
10. The Expert is obliged to inform the Agency immediately, no later than within 7 working days from the date when the event occurred, of any circumstances that may affect the performance of tasks under the Contract, and in particular to inform the Agency of:
  - 1) full loss of civic rights,
  - 2) loss of full legal capacity,
  - 3) a conviction by a final and binding sentence for an intentional offence or an intentional fiscal offence,
  - 4) loss of rights required in a given programme, which formed the basis for selecting the Expert to complete a given task.
11. The Agency undertakes to:
  - 1) provide the Expert with full documentation necessary to perform the order,
  - 2) provide the Expert with necessary explanations regarding the order,
  - 3) pay out the remuneration for a correctly fulfilled order.
12. In the event that the task carried out by the Expert contains errors or requires completing, the Expert is obliged to correct the errors or complete the task within 3 days from the date of receiving information thereof. In the event that the Expert fails to perform the action referred to in the previous sentence, the order is considered unfulfilled and the Expert is not entitled to remuneration.

13. In the event of defaulting on the Subject of this Contract or executing it incorrectly, the Expert shall pay the Agency a contractual penalty equivalent to 10% of the due remuneration for a given order, described in §6(1). The Agency may claim compensation from the Expert exceeding the reserved contractual penalty on general terms for damage resulting from default or improper execution of the order if the extent of the damage exceeds the amount of the contractual penalty.

#### §4

##### Conflict of interests

In the event of a conflict of interest, the Expert undertakes to immediately notify the Agency and immediately cease carrying out the tasks affected by the conflict of interest.

#### §5

##### Copyright

1. The Expert declares that:
  - 1) all works within the meaning of the Act of 4 February 1994 on copyright and related rights (Dz. U. [Journal of Laws] of 2017, item 880, as amended) created during its performance or in connection with carrying out the orders shall be products of their creative work, without unauthorized borrowings from third-party works and shall not infringe the rights of third parties, in particular the copyright and personal property of said third parties;
  - 2) they will not dispose of the rights, including proprietary copyright, to works created in connection with the performance of the Contract to the extent that would make it impossible for the Agency to use and dispose of them.
2. As of the day of accepting a given order for execution, the Expert transfers the entirety of proprietary copyright to works created as part of carrying out that order (hereinafter the "Works") to the Agency, without territorial restrictions, for the remuneration referred to in §6(1), in the following areas of use:
  - 1) in the scope of preservation and reproduction – production of copies of the Works by any technique including printing, reprography, magnetic, optical, analogue or digital technique; in any system or format; on any carriers, including audio or video media, paper or similar carriers, photosensitive, magnetic, optical carriers, disks, memory chips, computer media or other recording or storage media;
  - 2) as for trading in the original or produced copies of the Works – market placement, rental, lending;

- 3) as for dissemination of the original or the produced copy in a way that is different than specified in point 1, in particular via:
    - a) all broadcasting and rebroadcasting, including by means of wired or wireless vision or sound, by terrestrial stations, via satellite, in cable, telecommunications, multimedia or other transmission systems, in a non-coded or encoded manner, in an open or closed circuit; in any technique (including analogue or digital), system or format, with or without the possibility of recording, including text, multimedia, Internet, telephone or telecommunications services;
    - b) all public access to the produced Works (including audiovisual works) in such a way that everyone can have access to it in a place and time chosen by them, including via terrestrial stations, via satellite, cable, telecommunications or multimedia networks, databases, servers or other devices and/or systems, including third parties, in an open or closed circuit, in any technique, system or format, with or without the possibility of recording, including also the websites mentioned in (a);
    - c) all public broadcast, display, performance, including in particular during conferences, presentations, training sessions, meetings,
  - 4) making compilations or alternations,
  - 5) using in other works,
  - 6) translating to foreign languages,
  - 7) distributing the Work online and making it available for everyone on the Internet without restrictions,
  - 8) using in public presentations,
- it also allows the Agency to exercise dependent copyright and make available to third parties for the purpose of performing activities/actions for the Agency, referred to in points 1–8.
3. In the case when following the concluding of the Contract, the Agency needs to use the Works in a manner not provided for in the Contract, the Expert, under the received remuneration referred to in §6(1), undertakes to transfer copyrights in the areas of use that meet the Agency's needs. Expanding the areas of use requires a written amendment to the Contract.
  4. On the day referred to in paragraph 2, under remuneration referred to in §6(1), the Expert assigns the Agency the right to authorise the exercise of dependent copyright to all compilations of the Works, i.e. the right to authorise the disposal and use of such compilations in the fields of exploitation specified in subparagraph 2 above, and allows to make changes to the Works, without the need to agree on them with persons who might be entitled to moral rights.

5. Upon the creation of the Works, the Expert grants the Agency the right to use the Works from the time they are created until the Agency passes the proprietary copyright in the fields of exploitation specified in subparagraph 2.
6. The Expert shall be liable for the infringement of personal rights or copyright and related rights of third parties, caused during or as a result of the Contract performance or the Agency's disposal of the Works, and, should any claims against the Agency be made, the Expert shall undertake to fully satisfy the claims of third parties and to release the Agency from the obligation to do so, as well as to return the remuneration to the Agency and reimburse it for the related costs and loss of profits incurred.
7. The ownership of the media on which the Works is transferred will be transferred to the Agency upon their acceptance.
8. The Expert undertakes and warrants that moral right holders to the Works covered by the Contract will not exercise these rights against the Agency or third parties acting on behalf of the Agency.

## §6

### Remuneration

1. For a properly performed order, the Expert is entitled to remuneration in the amount and on the terms specified in the Order. The remuneration due to the Expert for the completion of a given task is the total remuneration due, including also for the transfer of the proprietary copyright and of the right to authorise the execution of the dependent copyright, referred to in §5 of the Contract.
2. The Expert shall authorise the Agency to draw up a statement of their due remuneration (hereinafter referred to as the "pay statement") which accounts for the specific nature of the order executed under a given task. The Agency shall draw up the pay statement following order receipt, not later than after the merit-based evaluation stage under a given call for applications is concluded. The Agency's confirmation of proper order performance serves as a basis for drawing up a pay statement and a condition for paying out the remuneration to the Expert for a given order.
3. In the case of an Expert whose place of residence for tax purposes is outside the territory of the Republic of Poland, the Expert undertakes to provide the original certificate of tax residence. In the event of failure to deliver the document referred to above, the Expert's remuneration will be reduced by the advance payment required to pay the income tax in Poland.
4. The Agency undertakes to pay the remuneration referred to in paragraph 1, to the bank account indicated by the Expert, immediately following the approval of the pay statement.

5. The day of debiting the Agency's bank account shall be considered as the payout day.

## §7

### Confidential information

1. All information and materials provided to the Expert in connection with the execution of individual orders, including personal data, as well as materials and information generated as a result thereof are confidential and may not be disclosed to any third party without prior consent of the Agency, or otherwise disclosed.
2. Confidentiality will not apply to information:
  - 1) that is part of the public domain at the time of disclosure or enters the public domain after disclosure without the Expert breaching the terms and conditions of the Contract,
  - 2) that was available to the Expert prior to it being made available by the Agency, provided that there is no legal obstacle to disclosure of such information,
  - 3) that the Expert gained access to, following it being made available by the Agency, from a source other than the Agency, provided that there is no legal obstacle to disclosing that information,
  - 4) whose disclosure is required by generally applicable legislation.
3. Any and all information received from the Agency in connection with the execution of the orders will be used by the Expert solely for the purpose of executing the orders.
4. After completing each order, the Expert shall be obliged to delete the content they became privy to.
5. The Expert shall be liable for any damage caused to the Agency as a result of their breach of confidentiality rules referred to in this paragraph.

## §8

### Personal data

1. The Agency shall be the controller of personal data of Experts.
2. Processing shall be done pursuant to Article 6(1)(b) and (e) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) for the purpose of cooperation with the Agency according to the rules set out by this Contract as well as contents of other regulations specified herein, especially the orders of the Agency Director.
3. The provision of personal data by the Expert shall be voluntary, but necessary for cooperation with the Agency.
4. The data will be stored for as long as cooperation with a given Expert continues and beyond, throughout the period necessary for making potential settlements related to the Contract. The expert's personal data may be transferred to entities (and their representatives) cooperating with the Agency when carrying out tasks specified in documents indicated in paragraph 2 above.
5. The Expert who is the data subject is entitled to:
  - 1) demand access, correction, removal or limitation of processing of their data,
  - 2) the right to protest against processing,
  - 3) lodge a complaint with the supervisory body (President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw)
6. In cases relating to personal data, the Expert shall contact the Agency's Data Protection Officer at the e-mail address [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).

## §9

### Termination of the Contract

1. The Parties may terminate the Contract at any time. If the Expert accepted the order, by the time it is carried out they shall be entitled to terminate the Contract only for important reasons, subject to a 14-day notice period.
2. The Agency may terminate the Contract with immediate effect for important reasons, in particular if:
  - 1) the Expert lost the full civic rights,
  - 2) the Expert lost full legal capacity,
  - 3) the Expert has been convicted by a final and binding sentence for an intentional offence or an intentional fiscal offence,
  - 4) the Expert was removed from the Database of Experts,
  - 5) the Expert lost their powers which are required in the field covered by the programme or which formed the basis for entering them into the Database of Experts,

- 6) the Agency became aware of circumstances preventing the Expert from performing their function in an impartial and/or reliable manner,
  - 7) the Expert submitted factually inaccurate statements or documents included in or attached to their recruitment application for the Database of Experts,
  - 8) the Expert refused to accept the order without proper reasons or hinders the work related to the execution of the tasks covered by the order,
  - 9) after accepting the order, the Expert refused to perform the task specified in the order without proper justification,
  - 10) The Expert breached the obligations set out in §3(5) and (6) and §4 of the Contract,
  - 11) the Expert has become an employee of the Agency,
  - 12) the delay in the performance of the order by the Expert exceeds 7 days, taking into account §3(7).
3. A declaration of termination of the Contract should be made in writing under pain of nullity.
  4. Orders awarded that have not been received by the Agency by the date of termination of the Contract shall expire, provided that the measures already carried out by the Expert under these orders will be collected in accordance with the rules set out in §6 of the Contract.
  5. The Agency executing its right to terminate the Contract, in particular due to default or improper performance of the Contract, does not give rise to any claims for damages by the Expert to the Agency.

## **§10**

### **Changes to the provisions of the Contract**

1. Any changes to the Order come into force after 7 days from the date of informing the Expert, unless the Expert submits a declaration of termination of the Contract within that period.
2. All and any changes to the Contract shall be made in writing, provided that the change to the Order takes place by a unilateral declaration of the Agency submitted to the Expert in accordance with subparagraph 1.
3. The Contract does not require changing in the case of:
  - a) §11(2) and (3) of the Contract,
  - b) a change in contact details of the Parties.

## §11

### Final provisions

1. The Contract is subject to Polish law. In unregulated matters, generally applicable provisions of the law shall apply, in particular the provisions of the Civil Code.
2. The Parties agree that all correspondence related to the implementation of the Contract will be carried out via the Agency's ICT system or the following e-mail addresses:
  - 1) for the Agency: [monika.augustyniak@nawa.gov.pl](mailto:monika.augustyniak@nawa.gov.pl)
  - 2) for the Expert: **[e-mail address]**.
3. On the part of the Agency, the person responsible for the supervision of the implementation of the Contract is Ms Monika Augustyniak, chief specialist in the Department of Finance and Accounting.
4. The Expert's rights and obligations and receivables under the Contract may not be transferred to third parties without the Agency's consent.
5. Disputes related to the execution of the Contract that were not resolved amicably, shall be resolved by a general court with jurisdiction over the Agency's registered office.
6. The Contract is drawn up in two identical copies, one for each Party.

#### Attachments:

1. Order No. 6/2019 of 12.02.2019, as amended, by the Agency Director, available on the website: [www.nawa.gov.pl](http://www.nawa.gov.pl) in the NAWA experts tab.
2. Order No. 5/2017, as amended, available on the website: [www.nawa.gov.pl](http://www.nawa.gov.pl) in the NAWA experts tab;
3. Order No. 5/2018, available on the website: [www.nawa.gov.pl](http://www.nawa.gov.pl) in the NAWA experts tab;
4. Template of the form for the expert's data is available on the expert's profile via NAWA's ICT system.

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The Agency

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The Expert