



AGREEMENT NO

(hereinafter referred to as the "Agreement")

concluded between:

The Polish National Agency for Academic Exchange, with its registered office in Warsaw, address: 00-635 Warsaw, ul. Polna 40, NIP (Tax Identification Number): 5272820369, REGON (statistical identification number): 368205180, hereinafter referred to as the "Agency",

represented in accordance with its principles of representation,

and

Mr/Mrs....., residence address:....., holder of passport no., hereinafter referred to as the "Beneficiary",

hereinafter jointly referred to as the "Parties",

following the decision of the Agency Director no. of on course assignment and scholarship grant (hereinafter „Decision”), the Parties hereby conclude the Agreement reading as follows:

§1

General information

1. The Beneficiary has been assigned to as of up to2019.
2. The Agreement shall be concluded for a period from to 2019.

§2

Obligations of the Agency

Under the Agreement the Agency undertakes to provide the Beneficiary free of charge with the following:

- 1) the course of the Polish language, featuring elements of Polish history and culture, covering at least 60 hours of coursework,
- 2) food (the first meal is breakfast, served at.....in the morning with the last meal being) and accommodation (the first night of accommodation is between..... and....., and the last night is betweenand.....),
- 3) excursions, including travel,
- 4) integration events and other extra activities,
- 5) scholarship in the amount of PLN 500.00 (PLN 700.00 in the case of language instructors).

§3

Obligations of the Beneficiary

1. Under the Agreement, the Beneficiary shall, in particular undertake the following:



- 1) pay their own return travel expenses (to the course site and back);
 - 2) arrive to the course site,
 - 3) attend at least 75% of mandatory classes;
 - 4) participate in evaluation activities during the course and following its completion, including filling out an on-line questionnaire the access to which will be provided prior to completing the course;
 - 5) cooperate with the course organiser and lecturers, so that the course yields the best possible results;
 - 6) care for their accommodation, class premises as well as didactic materials and aids entrusted to them.
2. Wilfully abandoning the course prior to its completion equals infringing the terms of the Agreement and results in having to return the scholarship.
 3. A Beneficiary expelled from the course shall be barred from participating in the next edition of the Programme.

§4

Insurance

1. The Beneficiary must have health insurance in Poland that covers in particular medical insurance and transport to the hospital throughout the whole duration of the Agreement.
2. The Beneficiary shall not be entitled to make any claims against the Agency in that respect, including due to the treatment costs not covered by the insurance referred to in point 1 above.

§5

Termination of the Agreement

1. Where it is found that the Agreement provisions have been infringed by the Beneficiary, including in particular the obligations set out under Article 3(2), or the signals of the course organiser calling for improvement of the activities have been ignored, the Agency may terminate the Agreement with immediate effect.
2. Should the Agreement be terminated, the Beneficiary has to vacate the accommodation premises and return the didactic materials and aids as well as the scholarship received. As soon as the Agreement is terminated the Beneficiary shall forfeit their right to food, accommodation and participation in any course classes.
3. The termination of the Agreement requires a written form under pain of nullity.
4. Should the Agreement be terminated, the Beneficiary shall return the received scholarship with statutory interest, accrued from the scholarship receipt date to the date of its return, within 14 calendar days from Agreement termination. The date of return shall be the date of crediting the funds to the Agency's account.

5. The Agreement may be terminated based on agreement between the Parties in the case of circumstances beyond the control of any of the Parties that render Agreement performance impossible. The Parties shall agree on the terms for Agreement termination, including the possible return of didactic materials and aids provided, along with the scholarship.

§6

Dissemination of the image

1. Under the Agreement, the Beneficiary shall give the consent for the Agency to disseminate their image recorded in connection with the Programme implementation, unrestricted with regard to time and territory.
2. The consent referred to in paragraph 1 shall include the use of the Beneficiary's image by the Agency or by other persons acting on behalf of the Agency, recording and reproduction of the Beneficiary's image through any medium, in particular publishing in newspapers, periodicals, reports, folders, publications on the Internet, including on the Agency's website, exhibitions and electronic publications, for promotional and marketing purposes of the Agency, in connection with the implementation of the statutory objectives of the Agency.

§7

Personal data

1. The Agency shall be the controller of the Beneficiary's personal data. The data will be used for the implementation of this Agreement and the resulting obligations of the Agency and the Beneficiary **and will also be used for the promotion of NAWA programmes.**
2. The personal data of the Beneficiary may be provided to the Agency employees or external experts, or staff of the institution organising the summer courses **or the institutions promoting NAWA programmes** in connection with the implementation of the goals referred to in paragraph 1 of this section.
3. The legal basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation (GDPR). Provision of personal data is voluntary, yet it is necessary for concluding this Agreement. The refusal to provide the data shall render concluding the Agreement impossible.
4. Personal data of the Beneficiaries will be used for a period of 5 years from the termination of the scholarship agreement.
5. The data subject shall be entitled to:
 - demand that the Agency gives them 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.

§8

Final provisions

1. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
2. The law applicable to this Agreement is the Polish law.
3. The provisions of the Act on the Polish National Agency for Academic Exchange and of the Civil Code shall apply to the matters not regulated by the Agreement.
4. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
5. This Agreement shall enter into force as soon as the Agency receives information that it has been approved by the Beneficiary.

I agree to the above terms for participation in the summer course of the Polish language and Polish culture in the time and place provided for in Article 1 of the Agreement (I hereby conclude this Agreement).