



REGULATIONS
OF THE PROM PROGRAMME
INTERNATIONAL SCHOLARSHIP EXCHANGE OF DOCTORAL STUDENTS AND ACADEMIC
STAFF

Warsaw, February 2019

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1. GENERAL INFORMATION ABOUT THE PROGRAMME

1.1 Aims of the Programme

The aim of the Programme is to improve competencies of doctoral students and academic staff from Poland and from abroad, including those from outside the EU, by way of international scholarship exchange. The Polish National Agency for Academic Exchange will finance selected projects of universities and entities running a doctoral school (institutions which educate doctoral students) offering scholarships to finance costs related to doctoral students' and academic staff participation in short forms of education (lasting from 5 to 30 days) of international nature.

These projects have to include both Poles going abroad and visits of doctoral students and academic staff from abroad to Poland. The projects in which balance in the number of persons coming from abroad and going abroad is maintained (5 bonus points), as well as the projects offering an opportunity to participate in exchange programmes to people under 40 years of age (5 bonus points), will be given preference.

The Programme is addressed mainly to doctoral students: they have to constitute at least 80% of participants of every project. The projects may also involve representatives of academic staff – persons who are academic teachers or employees of the Applicant, conducting education of doctoral students. However, they cannot account for more than 20% of all participants. This proportion is not applicable to expenditure incurred under the project, *i.e.* the value of scholarships granted to doctoral students does not necessarily have to represent the minimum of 80% of all expenditure in the project.

Within the understanding of this Programme, short forms of education shall include: conducting didactic classes, participating in conferences, summer/winter schools, courses, workshops, fellowships and study visits. Scholarships can also be granted for a stay aimed at gathering materials for didactic or scientific work, acquiring skills related to the operation of unique research equipment or developing skills related to drafting international grant applications.

The following shall be financed under the Programme:

- 1) travel expenses of a project participant;
- 2) living allowance of a project participant;
- 3) expenses related to carrying out exchanges;

- 4) costs of conference fees, training fees, courses, study visits at HEIs and research institutes, as well as other short forms of education.

The Programme shall be implemented under the “International scholarship exchange of doctoral students and academic staff” project as part of the Operational Programme Knowledge Education Development, co-financed from the European Social Fund.

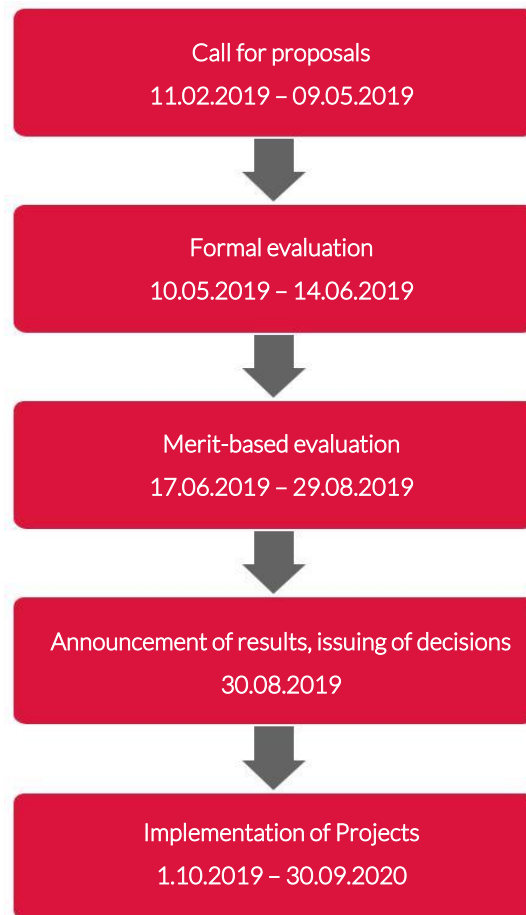
The allocation of funds in the call for proposals amounts to PLN 40,300,000.00. NAWA concurrently stipulates that the allocation of funds in the call for proposals may be increased. The amount of financing available for implementation of a single Project shall be the maximum of PLN 1,200,000.00.

1.2 Basic terms and abbreviations

- 1) **Agency, NAWA** – Polish National Agency for Academic Exchange;
- 2) **Beneficiary** – a HEI or a scientific unit which received funding under the *PROM Programme – International scholarship exchange of doctoral students and academic staff* and signed an Agreement on Project implementation with NAWA;
- 3) **External expert** – a person from Poland or from abroad, commissioned by NAWA to carry out merit-based evaluation of applications submitted in calls for applications for participation in the *PROM Programme – International scholarship exchange of doctoral students and academic staff*;
- 4) **Programme** – the *PROM Programme – International scholarship exchange of doctoral students and academic staff*;
- 5) **Project** – a set of activities covered by funding granted under the Programme;
- 6) **ICT system of the Agency** – a system by means of which the collection and evaluation of applications submitted by Applicants is carried out and which will be used for the purpose of submitting and evaluating reports drafted by Beneficiaries;
- 7) **Application** – a form filled in by the Applicant, made available in NAWA’s ICT system, submitted under the call for proposals for participation in the Programme via NAWA’s ICT system and containing information on the Project prepared by the Applicant;
- 8) **Applicant** – an authorised institution which has submitted or plans to submit an application for participation in the Programme and which fulfils the criteria indicated in point 2.1 of the Regulations.

- 9) **Project participant** – a doctoral student or a representative of academic staff (an academic teacher or the Applicant's employee providing education to doctoral students) who participates in the activities carried out under the Programme within the meaning of the *Guidelines on monitoring material progress in the implementation of operational programmes for 2014–2020*;
- 10) **Evaluation Team** – a team composed of external experts, appointed by the NAWA Director to carry out a merit-based evaluation of applications, to the extent specified in the Regulations;
- 11) **ALHES** – Act of 20 July 2018 – Law on Higher Education and Science (Dz.U. [Journal of Laws] item 1668, as amended).
- 12) **APAS** – Act of 30 April 2010 on the Polish Academy of Sciences (Dz. U. of 2018, item 1475, as amended).
- 13) **ARI** – Act of 30 April 2010 on research institutes (Dz. U. of 2018, item 736, as amended).

1.3 Programme schedule



2. THE PROCEDURE FOR SUBMITTING APPLICATIONS

2.1. Eligible Applicants

Applications for participation in the Programme may be submitted by entities providing education to doctoral students, which belong to one of the following categories:

- 1) higher education institutions referred to in ALHES;
- 2) scientific institutes of the Polish Academy of Sciences within the meaning of APAS;
- 3) research institutes within the meaning of ARI;
- 4) international scientific institutes established on the basis of separate provisions, operating on the territory of the Republic of Poland;

and have met all of the following criteria:

- 1) they have fulfilled their obligations towards NAWA stemming from agreements signed in relation to other programmes;
- 2) they are experienced in conducting international exchanges or providing short-term forms of education referred to in point 2.2 of the Regulations.

2.2. Authorised activities

Applicants shall submit applications for the financing of participation of doctoral students and academic staff in the programme of scholarship exchange programme related to short forms of education. A single scholarship exchange shall last from 5 to 30 days.

Actions eligible to be carried out under the Programme include visits related to the topic of the doctoral thesis or the didactic and scientific activities of the Applicant:

- 1) active participation in a conference held abroad (including e.g. participation in a poster session and a flash talk);
- 2) gathering materials for a doctoral thesis / scientific article;
- 3) participation in a summer/winter school (both as a student and a lecturer). The subject matter of the school's curriculum must be closely connected to the topic of the doctoral dissertation and/or conducted research;
- 4) taking measurements by making use of unique equipment, including large research infrastructure unavailable (or not readily available) in Poland;
- 5) participation in short forms of education, *i.e.* courses, workshops, professional or industrial internships, study visits, including at the premises of economic operators;
- 6) participation in trainings (including trainings in the field of entrepreneurship or implementation-related activities);
- 7) conductive archive/library queries;
- 8) participation in brokerage meetings;
- 9) teaching;
- 10) participation in the drafting of an international grant application;
- 11) participating in other short education forms aiming at increasing competences of a project participant.

A certificate shall serve as proof confirming that the applicant completed a visit and raised his competences or qualifications. The Project participant is obliged to acquire the relevant confirmation on the form constituting an attachment to the Agreement.

2.3. Project implementation deadline

The implementation of a single Project has to span the period of 12 months. The Project has to be implemented within the period from **1 October 2019 until 30 September 2020**.

The Applicant may file only 1 application in the call for proposals. The Application shall be subject to formal and merit-based evaluation, and if a decision to grant financing is taken, it shall be the subject of the Agreement for Project implementation and financing. If a single institution filed more than one application, the one filed to the Agency's ICT system first shall be submitted for assessment.

The Programme does not support the implementation of partnership projects.

2.4. The deadline for submitting the proposal and the form of proposals

Applications under the Programme may be submitted in the period from **11 February 2019 to 9 May 2019 until 3:00 pm local time (Warsaw), solely in an electronic form** via the Agency's ICT system. Applications will not be accepted beyond this deadline. Sending the application via the Agency's ICT system shall result in the status of that application in the system changing to "submitted", and the Applicant receiving an e-mail with a reference number assigned to the application.

Filing of the application shall mean Applicant's acceptance of principles described in the Programme Regulations and attachments.

The Applicant shall be obliged to correctly fill in the application, in line with the guidelines included in Agency's ICT system, which provide a detailed description of information necessary which have to be entered in each of the application's required fields. Merit-based information entered into the application by the Applicant have to be entered in the required fields. Entering descriptions in

sections other than the indicated ones or splitting them between different parts will result in the application receiving a lower merit-based evaluation or not receiving points under the merit-based evaluation's relevant criterion.

Applications under this call for applications shall be submitted exclusively in Polish.

2.5. Required attachments

The application must be accompanied by scans of the following documents:

- 1) the Applicant's registration document, unless it is available in a relevant public register kept in an electronic form;
- 2) power of attorney to represent the Applicant, if the application is submitted by a different person than the one indicated in registration documents – the template of the power of attorney constitutes Attachment No 1 to these Regulations.

2.6. Persons authorised to submit the application

The Application should be filed by a person authorised to represent the Applicant, whose scope of representation stems from registration documents. If the application is submitted by a person other than those mentioned in the registration documents, the Applicant shall be obliged to attach a scan of a power of attorney for such person. Person submitting the application shall mean a person to whom the account in the ICT system from which the application is filed was assigned.

2.7. Submitting the application in the system

In order to submit an application, it is required to:

- 1) register the account in the Agency's ICT system available on the www.nawa.gov.pl website;
- 2) send electronically, through the ICT system of the Agency, the completed application together with the necessary attachments.

Only applications that are complete and meet the requirements specified in the call for applications and these Regulations shall be considered. If the submitted application is incomplete, the Applicant shall be requested to supplement it via the Agency's ICT system **within 14 days from the date of receiving the request**, wherein they shall be informed that failure to comply with this request within

the specified deadline shall result in the application not being considered. It shall be possible to amend an application once in this respect.

The application shall be considered incomplete if it is not accompanied by required attachments or if the contents of the said attachments are incomplete.

The Applicant is obliged to verify whether the application was successfully sent.

3. THE PROCEDURE FOR THE EVALUATION AND SELECTION OF APPLICATIONS

3.1. The course of the application evaluation procedure

Applications shall be subject to formal and merit-based evaluation. Only applications meeting the formal criteria shall be submitted for merit-based evaluation.

3.2. Formal evaluation

The objective of the formal evaluation is to verify applications in terms of their compliance with the formal criteria established in the Regulations.

Should any doubts arise regarding the status of the Applicant, NAWA may request such Applicant to provide further documents or clarifications. Information about the need to supplement the application / further clarify its contents shall be sent electronically as a notification from the Agency's ICT system to the Applicant's e-mail address.

In its contacts with the Applicant related to supplementing the application, NAWA establishes that communication shall be conducted via the Agency's ICT system.

Non-compliance with the indicated form of communication may result in not taking into account the supplementing information submitted by the Applicant via other means of communication. After submitting the application, the Applicant is obliged to regularly check the messages in the Agency's ICT system.

Applications shall not be considered, if:

- 1) submitted after the deadline designated in the announcement of the call for proposals;
- 2) they fail to meet the formal requirements designated in the announcement of the call for proposals to participate in the Programme;

Formal evaluation shall be carried out by NAWA employees. Applicants shall be informed via the ICT system of the Agency about the result of formal evaluation.

3.3. Merit-based evaluation

Merit-based evaluation of applications shall be carried out by the Evaluation Team. The Team shall consist of the Chair and Team Members, experts in the field relevant to the Programme. All applications which successfully passed the formal evaluation are evaluated by the Team.

In the course of merit-based evaluation, an application may be awarded the maximum of 100 points. An application which scores less than 60 points in the evaluation shall be deemed as not meeting the quality requirements, which translates into a negative merit-based evaluation. Then it shall not receive financing, even if there are sufficient funds under the Programme. If more than one application shall receive the same number of points, the order of the applications on the ranking list shall be determined by the Evaluation Team.

The names and surnames of external experts carrying out the merit-based evaluation shall not be disclosed publicly. Every year, NAWA shall publish an alphabetical list of external experts participating in the evaluation of applications in the given calendar year, collectively for all programmes.

3.4. Merit-based evaluation criteria

The following criteria shall be taken into account when evaluating applications:

Item	Description of the criterion	Score awarded by the Evaluation Team
1.	Project viability in light of planned activities and the budget	0-20
2.	Justification of the purposefulness of the Project in light of the Applicant's development strategy and the need to increase the competences of doctoral students and academic staff of the Applicant and justification of the forms of education offered by the Applicant to participants of the exchange programme coming from abroad.	0-25
3.	The method of informing about the project and acquisition of participants of exchanges from Poland and abroad, presentation of formal and merit-based criteria of recruitment.	0-15
4.	The scope of activities under the Project: planned forms of education (including estimated duration and the number of participants), information about institutions in which or in cooperation with which activities shall be implemented (together with justification), planned number of participants, planned results of education.	0-30
5.	Bonus criterion 1: the project will maintain the balance between the number of incoming and outgoing visitors.	0 or 5
6.	Bonus criterion 2: project participants include people under 40. years of age.	0 or 5
Total:		0-100

3.5. Ranking list and results of the call for proposals

Following the evaluation, the Evaluation Team shall draft a ranking list of applications together with a recommended amount of co-financing and shall present it to the Director of the Agency for approval. The ranking list shall include:

- 1) applications with a positive merit-based evaluation, eligible for financing;
- 2) applications included on the reserve list – those which received a positive merit-based evaluation and which can receive financing under the Programme, provided that an Agreement shall not be signed with one of the Applicants eligible for financing;
- 3) applications rejected on account of negative merit-based evaluation – an application which scores less than 60 points in the evaluation shall be deemed as not meeting the quality criteria, which translates to a negative merit-based evaluation, making it ineligible for co-financing.

The NAWA Director shall use the ranking list when taking the final decision on whether to finance or reject applications submitted in the call for proposals. The NAWA Director may decide not to finance applications that are on the ranking list and received positive merit-based evaluations. The reasons for a refusal of financing include:

- 1) exhausting the funding made available under the call for applications;
- 2) changes to the Applicant's organisational and legal structure posing a risk to proper implementation of a Project;
- 3) the Applicant being in arrears with the obligations due and payable to NAWA;
- 4) NAWA becoming aware of information affecting the process of allocating funds to the Project.

3.6. Mode of publishing information on the results of the call for proposals

The Director shall issue a decision on granting or refusing to grant funds under *the PROM Programme – International scholarship exchange of doctoral students and academic staff*. The list of entities which received financing, including their names and the amount of financing granted, shall be published on NAWA's website in the Public Information Bulletin.

3.7. Appeal procedure

The Applicant, having received information about their application being left out of consideration or the NAWA Director's decision refusing to grant funding, may request the Director to reconsider in the case of any formal infringements occurring in the course of granting funds.

The request to reconsider the case shall only cover reservations related to formal issues in the process of granting funds, and not to the validity of the merit-based evaluation. Submitting the request for reconsideration for other reasons shall result in a decision stating the inadmissibility of the request for reconsideration.

The request for reconsideration should be submitted to the Director within 14 days from the date of the decision or information about the request having been left without consideration, to the following address:

Polish National Agency for Academic Exchange
ul. Polna 40
00-635 Warsaw.

When:

- 1) a decision is issued stating the inadmissibility of the request for reconsideration;
- 2) the NAWA Director issues a decision refusing to grant funds in the case the request for reconsideration has been accepted;
- 3) the NAWA Director issues a decision refusing to grant funds or upholding the decision of the NAWA Director to refuse to grant funds,

The Applicant may lodge a complaint with the Regional Administrative Court in Warsaw, ul. Jasna 2/4, 00-013 Warsaw. The complaint shall be lodged through the Director of the Polish National Agency for Academic Exchange located at ul. Polna 40, 00-635 Warsaw, within 30 days from the receipt of the aforementioned decision.

4. AGREEMENT WITH THE APPLICANT

In his decision to grant funds, NAWA specifies the activities which the Applicant should carry out, as well as the deadline for doing so, under the penalty of withdrawing from the Agreement.

The Agreement with the Applicant shall be signed based on the final decision of NAWA on granting funds under the Programme, following successful completion of formal and merit-based evaluation of the application. A template of the Agreement constitutes Attachment No 2 to the Regulations.

In case the Applicant selected under the call for proposals fails to sign an Agreement with NAWA, financing may be granted to the next Applicant on the ranking list.

5. RULES OF FINANCING

5.1. The period of expenditure eligibility

The period of expenditure eligibility shall be defined in the Financial Agreement with the Beneficiary:

- 1) the starting date of eligibility – the starting date of Project implementation entered into the Agreement, *i.e.* 1 October 2019;
- 2) the closing date of eligibility – the final date of Project's implementation entered in the contract, *i.e.* 30 September 2020 (there is a possibility to incur expenditure until the date of filing of the final report, provided that the expenditure shall relate to the period of Project implementation and shall be included in the final report).

5.2. Budget of the Project

The amount of financing available for implementation of a single Project shall be the maximum of PLN 1,200,000.00.

The total cost of a Project shall consist solely of direct eligible costs, shown by the Applicant in a detailed proposal of a budget. Expenditure incurred shall be directly related to Project

implementation. Costs directly related to Project implementation are costs of merit-based tasks (*i.e.* eligible costs of individual tasks carried out by the Beneficiary under the Project, which are directly related to these tasks), which are necessary to achieve Project aims and will be incurred in relation to Project implementation. Project financing will not cover the so-called indirect costs, *i.e.* administrative expenses with no direct relation to the main subject of the Agreement (e.g. coordinator's expenses, costs of managing the project, evaluation etc.).

One should bear in mind that doctoral students shall represent at least 80% of project participants. This proportion is not applicable to expenditure incurred under the project, *i.e.* the value of scholarships granted to doctoral students does not necessarily have to represent the minimum of 80% of all expenditure in the project.

It is inadmissible to finance same expenditure from two different sources (double financing). If cases of double financing are found (at each stage of Project's implementation), NAWA shall deem such expenditure ineligible.

A Beneficiary shall be under obligation to keep separate financial and accounting records of financial resources received for the Project implementation, in accordance with the Accounting Act, in a way enabling identification of individual accounting operations.

5.3. Eligible costs

Admissible cost categories in the Programme include:

- 1) flat travel, insurance and visa expenses in the flat amount dependent on the distance between the place of residence and the hosting institution, in line with Table No 1 in Chapter 14. *Flat rates under the Programme;*
- 2) fixed living allowance (including days in transit) in line with Table No 2 in Chapter 14. *Flat rates under the Programme;*
- 3) the costs of execution of the exchange, *i.e.* remuneration of persons responsible for conducting the scholarship exchange at the HEI, up to the maximum of 10% of project costs;
- 4) costs of conference fees, training fees, courses, study visits, as well as other short forms of education, settled based on real costs.

Costs shall be deemed eligible only if they collectively meet the following conditions:

- 1) are compliant with national law, including the principle of expenditure competitiveness or public procurement law (if applicable);
- 2) have actually been incurred during the period of Project implementation indicated in the Agreement on Project implementation and financing;
- 3) are supported by accounting documents and entered into the Beneficiary's financial documentation and accounting records;
- 4) will be shown in the financial part of the interim/final report on the course of the Project implementation;
- 5) are taken into account at the stage of drafting the Project budget;
- 6) are indispensable for Project implementation and incurred for that purpose;
- 7) are reasonably calculated based on market prices and comply with the requirements of existing tax and social legislation;
- 8) are proportional to planned actions and indispensable for Project implementation;
- 9) shall be used solely for achievement of Project's aim(s) and its expected result(s) in the manner consistent with principles of sound economic management, effectiveness and efficiency.
- 10) shall only cover VAT where it cannot be refunded or recovered under national VAT regulations.

5.4. Ineligible costs

Ineligible costs in the Programme include:

- 1) costs incurred outside of Project implementation period;
- 2) costs not taken into account at the stage of drafting the Project budget;
- 3) losses resulting from exchange rate differences, commission connected to currency exchange, fees due to interest on overdraft in financial transactions;
- 4) a loan and its servicing costs;
- 5) VAT and other taxes and levies, which are recoverable under national law;
- 6) the same costs financed from two different sources (double financing);
- 7) undocumented costs;
- 8) fines, tickets, financial penalties, costs of court proceedings, accrued interest;
- 9) administrative expenses related to Project servicing and management (including coordinator expenses);

- 10) other costs inconsistent with the catalogue of eligible costs presented in point 5.3;
- 11) costs of opening and keeping bank accounts (including costs of transfers from or to the Agency collected by Beneficiary's bank).
- 12) costs reduced in the Project's budget in the course of the merit-based evaluation and specified in the decision on financing issued by the NAWA Director;
- 13) costs exceeding the limits established in point 5.3, *i.e.* costs of remuneration higher than 10% of the value of the Project.

Expenditure deemed ineligible by NAWA but related to project implementation shall be incurred by the Beneficiary.

The financing granted from NAWA funds shall not be used to generate profit. Projects shall not be of commercial nature.

5.5 Expenditure actually incurred

Actually incurred expenditure shall be understood as referring to expenditure incurred in cash terms, *i.e.* as disbursement of cash from the till or bank account of the Beneficiary.

The following dates are considered to be the dates of incurring expenditure:

- 1) for payments made by bank transfer: the date of charging the account;
- 2) in case of cash payments; the date the expenditure is actually incurred;
- 3) for credit card payments: the date of the transaction debiting the credit card account.

5.6 The principles of making payments

The Agreement shall be concluded for the period from 1 October 2019 to 30 September 2020.

Following payments shall be made in Projects:

- 1) **Advance payment** – 30% of the total amount of financing, transferred to a bank account of the Beneficiary indicated in the contract, within 21 working days from signing of the Agreement on Project implementation and financing;

- 2) **The first partial payment** – amounting to 30% of the total amount of financing, transferred within 21 working days after the approval of the first interim report (the first interim report covers the period from 1 October 2019 to 31 January 2020), provided that the Beneficiary settled at least 80% of the advance payment. In especially justified cases (e.g. if the Beneficiary fails to settle 80% of the advance payment in the interim report or settles 80% of the amount of the received advance payment earlier), at the Beneficiary's request he/she may be allowed to submit an additional interim report and an application for another payment;
- 3) **The second partial payment** – amounting to 30% of the total amount of financing, transferred within 21 working days after the approval of the second interim report (the interim report covers the period from 1 February to 31 May 2020), provided that the Beneficiary settled at least 80% of the funds received up to this point. In especially justified cases (e.g. if the Beneficiary fails to settle 80% of the funds received up to this point in the interim report or settles 80% of the amount received up to this point earlier), at the Beneficiary's request he/she may be allowed to submit an additional interim report and an application for another payment;
- 4) **The balancing payment** – amounting to 10% of the total amount of financing transferred to a HEI within 21 working days from the date of approval of the final report; in especially justified cases, at the Beneficiary's request he/she may be allowed to submit the final report earlier, provided that the Project has been completed earlier than initially planned.

NAWA reserves the right to change the dates of pre-financing payments. Such change will depend on the availability of funds appropriated for the Programme.

5.7 Documenting expenditure

All expenditure incurred under the Project shall be documented. The documents confirming expenditure incurred by the Beneficiary shall include in particular invoices or other accounting documents of equivalent evidential value together with proofs of payment.

Accounting documents documenting expenditure incurred in the Project must point to a clear connection with the Project. The description of a document should include at least:

- 1) Project title and Agreement number;
- 2) the amount of eligible expenditure to which a given document relates;

- 3) the purpose for which a given expenditure was incurred;
- 4) number of the item in the Project's budget;
- 5) date of payment.

The description should be made on the original of the document serving as accounting evidence or should be permanently attached to it. A template of an exemplary description of an accounting document will be made available to the Beneficiaries after signing the financing Agreement.

Under the fixed travel expenses, insurance and visa and living allowance, apart from evidence listed above, the documentation of expenditure should include at least:

- 1) a signed contract with a project participant;
- 2) a form containing calculation of costs incurred by individual participants and confirming the correctness of the method of their calculation;
- 3) documents conforming participation of a project participant in the scholarship exchange;
- 4) a confirmation of implementation of activities and achievement of envisaged results and outputs (e.g. a certificate confirming that a project participant completed the relevant course and increased his/her competences).

In the case of documents drafted in a foreign language, a free translation of a given document into Polish bearing the signature of the translator shall be attached.

Due to the fact that travel expenses, visa, insurance and living allowance are in fixed amounts, the Beneficiary shall not require participants to collect accounting documents confirming incurring of expenditure.

In the case of expenditure incurred to cover conference fees, costs of trainings, courses and workshops settled based on real costs, the Beneficiary shall oblige participants to gather accounting documents confirming the fact that relevant expenditure has indeed been incurred.

In the case of expenditure incurred for the purpose of remunerating persons responsible for carrying out a scholarship exchange at a higher education institution, the Beneficiary shall be obliged to gather documents confirming the fact of posting/employing a person in a project

(agreements, job descriptions, time sheets, etc.) and accounting documents confirming the relevant expenditure (payrolls, bank account statements, etc.).

The Beneficiary shall present all documents confirming the expenditure when requested to do so during inspections or audits.

Furthermore, the customary accounting practice and internal inspection procedures used by the Beneficiary must provide for the possibility of direct reconciliation of declared amounts with amounts shown in the Beneficiary's accounting reports and amounts indicated in supporting documents.

Generally binding regulations dictate that expenditure under the Project (public funds) must be incurred in a competitive manner. The Beneficiary shall be obliged to ensure competitiveness in spending funds under the Project (e.g. application of internal purchase order rules, adherence to the legal procedure for public procurements, use of other competitive procedures).

5.8 Storage of documents

Project documents and accounting documents related to Project implementation shall be kept at the seat of the Beneficiary for a period of 10 years from the date of the Project completion. Should this period need to be extended, NAWA shall immediately inform the Beneficiary. All supporting evidence of costs incurred under the Projects implemented by the Beneficiary shall be made available to NAWA or other authorised institutions responsible for conducting inspections and audits.

5.9 Value added tax (VAT)

Expenditure under a Project may include the cost of value added tax (VAT). Such expenditure shall be deemed eligible only if the Applicant shall not have any legal means to recover it.

VAT paid shall be considered eligible expenditure only when the Applicant, in line applicable legal provisions, shall not be entitled to pursue reimbursement of VAT or reduction of the amount of tax due by the amount of tax accrued. If the Applicant hold the above-mentioned right, deeming the expenditure eligible shall not be possible.

5.10 State aid

NAWA does not provide state aid nor *de minimis* aid. The Applicant is obliged to include a statement on the absence of state aid in the application.

5.11 Bank accounts and interest

For the purpose of Project implementation, the Applicant shall be obliged to open a separate bank account dedicated solely to the Project (an account or sub-account).

Interest accrued on the bank account shall be fully refunded to NAWA within 30 days from the Project completion date at the latest, to the bank account indicated by NAWA, unless stated otherwise in separate regulations. The date of interest return shall be the moment when the funds are credited to the NAWA's account.

The Beneficiary shall inform NAWA, at its request and on the date specified by the Agency, about the amount of funds remaining on the above-mentioned Beneficiary's account, as of 31 December of a given calendar year.

6. REPORTING

The Beneficiary shall be responsible for timely submission of interim and final reports to NAWA.

Reports (interim and final) shall be submitted in electronic form via the ICT system on electronic forms prepared and made available by NAWA, unless the Agency indicates another form of submitting a report.

Additionally, within the scope of personal data of project participants, the Beneficiary will be obliged to submit to NAWA the originals of the documents: *i.e.* the Declaration of a project participant and the Form containing personal data of a project participant, which shall be necessary for the purpose of reporting these data by NAWA in the SL2014 system. Templates of the aforementioned documents constitute attachments to the Agreement with the Applicant.

The reports have to include the costs that were incurred and the Beneficiary can substantiate them with relevant accounting documents. The report should include all dates of payment for a given document. A document which was not paid for in full cannot be included in the report.

All amounts indicated in the financial reports from the Project implementation have to be expressed in PLN.

A correctly drafted report is subject to verification conducted by NAWA's employees and approval in terms of Project implementation being compliant with the Agreement. NAWA may decide to submit the report for evaluation by external experts appointed by the NAWA Director.

After being informed about the acceptance of the report, the Beneficiary is obliged to prepare and submit to the Agency an accounting note for the amount of eligible expenditure approved in a given report.

6.1. Interim reports

The Beneficiary shall be obliged to file two interim reports on Project implementation. The first interim report covers the period from 1 October 2019 to 31 January 2020. The second interim report covers the period from 1 February to 31 May 2020. In especially justified cases (e.g. if the Beneficiary fails to settle 80% of the funds received up to this point in the interim report or settles 80% of the amount received earlier), at the Beneficiary's request he/she may be allowed to submit an additional interim report and an application for another payment.

The interim report shall consist of:

- 1) a merit-based part, including a report on the progress of work envisaged in the application for Project financing;
- 2) a financial part, including a list of expenditure incurred and the Project's financial progress.

The template of the interim report constitutes an attachment to the Agreement.

Source documents confirming incurring of expenditure shall not be attached to the interim report, at the request of NAWA, the Beneficiary shall be obliged to submit the required documents.

The interim report shall be submitted within 10 working days from the end of the reporting period to which it pertains.

6.2. Final Report

A Beneficiary shall be obliged to file the final report from Project implementation covering the entire period of Project implementation, *i.e.* the period from 1 October 2019 to 30 September 2020. In particularly justified cases and at the Beneficiaries request there is a possibility to file the final report earlier, provided the Project has been implemented early.

The final report shall consist of:

- 1) a merit-based part, including a description of work envisaged in the application for financing of the Project;
- 2) a financial part, including a list of expenditure incurred and the Project's financial progress.

The template of the final report constitutes an attachment to the Agreement.

The final report shall be submitted within 30 working days from the date on which the Project implementation period ended.

Source documents confirming incurring of expenditure shall not be attached to the final report; instead, the Beneficiary shall be obliged to submit the required documents at NAWA's request.

Reports shall be submitted via NAWA's electronic system and drafted with the use of forms prepared and made available by NAWA.

6.3. Verification of the Beneficiary's reports

All communication pertaining to the Beneficiary's reports shall be conducted via NAWA's ICT system or e-mail.

Within 30 working days from the report submission date, NAWA shall verify and approve it or provide comments on it in writing, which the Beneficiary shall respond to via written clarifications and/or correction of the report contents within the deadline set by NAWA.

Should it be necessary to supplement subsequent versions of the submitted report with clarifications or corrections, the procedure of submitting comments may be repeated three times.

If the Beneficiary does not respond within the time limit set by NAWA or if, despite three submissions by NAWA, the Beneficiary's report does not meet NAWA's requirements and thus cannot be approved, NAWA may decide to deem the Agreement as not executed in full or in part and demand the funds be repaid in full or in part, respectively.

In the course of verifying the Beneficiary's report, NAWA may request the submission of additional documents related to Project implementation for an in-depth inspection, in particular documents concerning the proceedings related to the purchase of goods and services or financial documents.

7. PROJECT INSPECTION

Each of NAWA's Beneficiaries may be subject to inspections and audits. Inspections and audits aim to verify the Beneficiary's appropriate management of received financing in line with the provisions of the Agreement and to determine the final amount of funds granted, to which the Beneficiary shall be entitled, and if any irregularities are identified, the Agency shall be entitled to request the return of incorrectly spent funds (also by issuing a declaration on deduction, if possible under the applicable provisions).

Furthermore, NAWA may carry out an interim or final impact assessment for the Project, in order to establish the degree to which implementation of specific actions contributed to achieving the Project's specified aim.

Verification of the final report shall be carried out for all Projects.

In addition, each of the Projects may be subject to further "desk" inspection of documents or on-the-spot check – in the registered office of the Beneficiary, if the Agreement was included in a statistical sample used for inspection required by the Agency or if NAWA selected it for a targeted inspection of documents based on its risk assessment policy.

For the purposes of "desk" inspection of documents, the Beneficiary shall provide the Agency with copies of documents that support the spending of funds received (in the case of categories settled on the basis of actually incurred costs), unless NAWA requests the originals. Following the analysis

of such documents, NAWA shall return them to the Beneficiary. If the Beneficiary shall not be legally allowed to send original documents, they will be allowed to send copies of such documents.

The Beneficiary must bear in mind that with each inspection NAWA may additionally request supporting documents or evidence envisaged for other types of inspections.

Individual inspections shall include the following components:

1) Report inspection

Report inspection (merit-based and financial) is carried out for each project once the report is submitted to the Agency via its ICT system. In addition, inspection of the final report shall aim to determine the final amount of funding to which the Beneficiary shall be entitled.

2) Desk inspection of documents

“Desk” inspection of documents is an in-depth inspection of additional supporting documents, carried out at NAWA’s registered office.

At NAWA’s request, the Beneficiary shall submit additional supporting documents pertaining to specific budget categories.

3) Inspections at the Beneficiary’s registered office

NAWA shall carry out such inspections at the Beneficiary’s registered office or any other sites relevant to Project implementation. In the course of the inspection, the Beneficiary shall enable NAWA to verify the original supporting documents intended for the inspection of the final report and “desk” inspection.

There are two types of on-site inspections of Project implementation:

1) Inspection at the Beneficiary’s registered office in the course of Project implementation

Such inspection shall be carried out in the course of a Project, so that NAWA can directly verify the feasibility and eligibility of all activities and Project participants.

2) Inspection at the Beneficiary's registered office following Project completion

Such inspection shall be carried out following Project completion and usually following the final report verification.

In addition to presenting all supporting documents, the Beneficiary must grant NAWA access to the records of costs incurred under the Project which are included in the Beneficiary's accounting records.

NAWA also reserves the right to carry out a special inspection using each of the aforementioned methods. A special inspection shall mean an ad-hoc inspection in case of serious reservations about the way in which the Project is implemented, or in case of receiving information on irregularities occurring during Project implementation.

A Beneficiary may be subject to inspections and audits by administrative bodies.

An inspection or audit may result in the Beneficiary being requested to carry out specific activities, within the deadline specified by NAWA, aimed at restoring the condition that ensures the proper implementation of the Project.

NAWA shall supervise appropriate execution of the Agreement. The supervision shall cover in particular:

- 1) ad-hoc supervision, in particular the NAWA's right to request from the Beneficiary explanations, information, as well as any documentation related to the Project, within the deadline set by the Agency;
- 2) evaluation of the reports;
- 3) the NAWA Director's right to suspend financing of the Project;
- 4) the NAWA Director's right to terminate the Agreement.

8. SUSPENSION OF FINANCING AND TERMINATION OF THE AGREEMENT

8.1. Suspension of financing

The NAWA Director may suspend Project financing (until such time as doubts in this respect have been clarified) in the event of any irregularities in its implementation, failure to submit a final report, disbursement of funds in breach of the Agreement, untimely submission of documents requested by NAWA, clarifications, or failure to submit to control activities.

If the clarifications are accepted or if Agreement breaches identified by NAWA are remedied, the NAWA Director shall resume Project financing and inform the Beneficiary about it via the Agency's ICT system.

8.2. Termination of the Agreement and return of funds

NAWA may terminate the Agreement with immediate effect in following cases:

- 1) gross breach of the Agreement provisions,
- 2) failure to submit the report(s) within the deadline set in the Agreement;
- 3) Failure to eliminate irregularities found as a result of the control by the set deadline;
- 4) delays in project implementation caused by the Beneficiary,
- 5) provision of false information or a false statement in the application or in the reports by the Beneficiary

within 30 days from the date on which the above-mentioned circumstances materialised.

In the event of termination of the contract, the Beneficiary shall be obliged to return the received funds along with interest.

9. EVALUATION

The Beneficiary shall be obliged to participate in the Programme's evaluation conducted by NAWA. Participation in the evaluation shall entail:

- 1) sending an evaluation questionnaire to NAWA at the completion of the Project. The list of questions included in the questionnaire constitutes an attachment to the Agreement. The questionnaire shall be sent to the NAWA within 30 calendar days from the date of completion of the Project;
- 2) imposing an obligation on each project participant to fill in the on-line evaluation questionnaire prepared by NAWA on the short form of education within 30 days from its completion (submission of the questionnaire has to be a necessary prerequisite for settling the scholarship) – the list of questions included in the questionnaire constitutes an attachment to the Agreement;
- 3) Beneficiary's participation in separate evaluation studies carried out at NAWA's request, in accordance with the adopted research methodology. It is assumed that the Beneficiary may be invited to participate in the study once during the period of the Project implementation and once in the period of up to 3 years after the Project completion.

NAWA guarantees full confidentiality of opinions and information submitted under Programme evaluation and guarantees that the data obtained from the Beneficiary in the course of evaluation shall have no effect on the conditions according to which granted funds are paid out.

10. INFORMATION AND PROMOTION

The Beneficiary shall be obliged to mark all prepared materials and documents connected to Project implementation, which are made publicly available or intended for the target group with the logo of European Funds with the name of the Programme, the logo of the European Union with the name of the European Social Fund and NAWA logo. The set of logotypes shall be available for download from the website www.nawa.gov.pl. All information and promotion activities of the Beneficiary and each document, which is made publicly available or is used by project participants, including all certificates of participation or other certificates, should contain information of co-financing granted from the European Union, including the European Social Fund. In audio products, information about financing by NAWA must be read during the playtime of the recording.

At the request of NAWA, the Beneficiary shall be obliged to conclude a separate agreement with NAWA for the transfer of economic copyrights, including the exclusive right to grant permits for

the performance of derivative copyrights to the works produced under the Project. Specific principles shall be defined in a Financial Agreement with the Beneficiary.

11. PERSONAL DATA PROTECTION

Personal data of Project participants, external experts, representatives of Beneficiaries and Applicants, including the project personnel and participants of the meetings, are processed in the following data sets:

- 1) “Operational Programme Knowledge Education Development” and “Central ICT system supporting the implementation of operational programmes”; the Minister competent for regional development acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014–2020 fulfils the role of data sets controller.
- 2) The Polish National Agency for Academic Exchange, represented by the Agency’s Director, acts as data set controller.

Personal data are processed within sets referred to in point 1 for the purpose of effecting the “International scholarship exchange of doctoral students and academic staff” project, in particular to confirm the eligibility of expenditure, provide support, carry out monitoring, evaluation, control, audit and reporting and take information and promotional activities under OP KED.

Personal data are processed within the set referred to in point 2 for the purpose of conducting the call for and evaluation of applications under the Programme, selecting applications which are to receive financing, carrying out concluded agreements on Project implementation, supporting NAWA’s cooperation with Project participants following the Project’s completion, including cooperation for the purposes of evaluating, controlling and monitoring the Programme, and NAWA’s cooperation with Project participants following the Project’s completion in order to inform them about NAWA’s programmes and activities. Personal data are gathered in the NAWA’s ICT system referred to in Article 14(1) of the Act of 7 July 2017 on NAWA.

With each report the Beneficiary shall be obligated to submit information on all Project participants, in line with the scope defined in the attachment to the Agreement and conditions set out in the Guidelines for monitoring and declarations of Project participants and other persons

involved in the implementation of the Project on acknowledging the fact that their personal data will be processed in connection with them participating in a project co-financed from OP KED.

Personal data of the aforementioned persons may be transferred to NAWA employees, persons preparing recommendations, external experts cooperating with NAWA or representatives of Applicants/Beneficiaries due to the execution of the aforementioned aims related to processing of data in sets referred to in point 1 and 2.

Data are transferred in line with the following legal basis:

- 1) in the case of “Operational Programme Knowledge Education Development” and “Central ICT system supporting the implementation of operational programmes” sets – Article 6(1)(b)(e) of the General Data Protection Regulation (GDPR).
- 2) in the case of the Polish National Agency for Academic Exchange set – Article 6(1)(b)(c) and (e) of the General Data Protection Regulation (GDPR).

Provision of data is voluntary, but necessary to take part in implementation of NAWA Project or Programme. Refusal to transfer the data shall make it impossible for a specific person to take part in the implementation of NAWA Project or Programme.

The personal data of the aforementioned persons involved in Project implementation shall be used at the stage of processing applications, for the period of Project implementation and for 5 years following the date of completion of NAWA Project / the date of ending participation in NAWA Programme.

Personal data of persons, whose applications were rejected, shall be kept for the period of processing applications or until the time they are removed from NAWA’s ICT system, via which applications were submitted by persons submitting the application.

Each data subject shall be entitled to file an application to NAWA or the minister competent for regional development to:

- 1) request access to their personal data;
- 2) correct, remove or limit the use of their personal data;
- 3) object to the use of their personal data;

- in line with the rules specified in the GDPR.

Furthermore, every person is entitled to file a complaint to the supervisory authority (the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).

Contact details of the Data Protection Officer at the OP KED Managing Authority, iod@miir.gov.pl.

Contact details of NAWA's Data Protection Officer: Adam Klimowski, odo@nawa.gov.pl.

12. INVESTIGATING THE APPLICANT'S FINANCIAL CAPACITY

NAWA reserves the right to conduct an analysis of Applicant's financial capacity. Financial capacity means that the Applicant has stable and sufficient sources of financing in order to continue with its activities in the course of Project implementation or in the year, for the duration of which co-financing was granted, and to participate in Project financing. Signing of the Agreement shall depend on the result of the analysis.

Verification of financial capacity shall apply to **non-public entities** which in a given financial year apply for funding from the Polish National Agency for Academic Exchange in the amount exceeding EUR 100,000. Based on the NAWA Director's decision the Agency may forego investigating the Applicant's financial capacity.

In the case of applications for funding whose value does not exceed EUR 100,000, the Applicants shall submit a declaration that they have financial capacity required for implementation of a given Project. Such statement is a part of the application form.

The Applicant applying for funding in excess of EUR 100,000 shall be required, at the request of the Polish National Agency for Academic Exchange, to submit a full version of their financial statement, including in particular the Applicant's balance sheet as well as the income statement for the period covering the last fiscal year for which the account records were closed.

Entities which cannot provide the documents listed above because they are newly established entities, in place of the documents listed above may provide a financial declaration or a statement on holding an insurance policy, which states the risk taken by the Applicant in his/her operations.

If, having analysed the aforementioned documents, NAWA decides that financial capacity was not confirmed or is insufficient, it can proceed with the following actions:

- 1) request further information;

- 2) propose to conclude the Agreement or issue a decision on granting co-financing with pre-financing covered by a financial guarantee;
- 3) propose to conclude the Agreement or issue a decision on granting co-financing without pre-financing or it being included in a limited capacity;
- 4) propose to conclude the Agreement or issue a decision on granting co-financing with pre-financing paid in several instalments;
- 5) reject the application.

13. AMENDMENTS TO THE PROGRAMME REGULATIONS

NAWA reserves the right to amend these Regulations, except for amendments resulting in unequal treatment of the Applicants, unless a necessity to introduce such amendments arises from the generally applicable law. The introduced amendments shall apply from the moment of their publication, effected in the way analogous to the announcement of the call for proposals. Applications filed before the publication of modifications to the Regulations shall be resubmitted by the Applicant if their provisions are not in line with modifications introduced. NAWA will notify all Applicants who submitted their applications prior to publication of the amendments to the Rules, of the amendments by sending information in the ICT system of the Agency. At the same time, NAWA reserves the right to introduce organising and clarifying amendments to the Regulations as well as serving to rectify obvious mistakes in the Regulations, without separately informing about amendments introduced, subject to publication of the amended Regulations' contents, which shall also be the moment they enter into force.

NAWA reserves the right to cancel a call for proposals, particularly when substantial changes are made to provisions of law affecting the conditions for carrying out a call for proposals, instances of force majeure or in other justified cases.

All information necessary for the proper conduct of the call of proposals is placed by NAWA on the website www.nawa.gov.pl. It is recommended that entities interested in applying for funds under this call become familiar, on an ongoing basis, with the information on the aforementioned website where all essential information is published.

14. CONTACT WITH NAWA

The contact person for issues related to the Programme is:

Anna Balcerzak-Raczyńska

anna.balcerzak@nawa.gov.pl

phone + 48 22 390 35 43

15. FLAT RATES APPLICABLE UNDER THE PROGRAMME

Table 1 – *Travel expenses, health insurance, third party liability insurance, accident insurance, visa fees or fees associated with legalisation of stay*

The distance in a straight line between the Participant's place of residence and the location of their stay (in km):	flat rate per person:
less than 500	PLN 1,000.00
500 – 999	PLN 2,000.00
1,000–2,999	PLN 3,000.00
3,000–6,000	PLN 4,000.00
more than 6,000	PLN 5,000.00

Table 2 – Living allowance

Number of days of stay ¹	In the case of visiting OECD countries, as well as cities in non-OECD countries in the top 50 of the MERCER report ²	In the case of the other countries
5	PLN 4,000.00	PLN 3,000.00
6	PLN 4,420.00	PLN 3,260.00
7	PLN 4,840.00	PLN 3,520.00
8	PLN 5,260.00	PLN 3,780.00
9	PLN 5,680.00	PLN 4,040.00
10	PLN 6,100.00	PLN 4,300.00
11	PLN 6,520.00	PLN 4,560.00
12	PLN 6,940.00	PLN 4,820.00
13	PLN 7,360.00	PLN 5,080.00
14	PLN 7,780.00	PLN 5,340.00
15	PLN 8,200.00	PLN 5,600.00
16	PLN 8,450.00	PLN 5,760.00
17	PLN 8,700.00	PLN 5,920.00
18	PLN 8,950.00	PLN 6,080.00
19	PLN 9,200.00	PLN 6,240.00
20	PLN 9,450.00	PLN 6,400.00
21	PLN 9,700.00	PLN 6,560.00
22	PLN 9,950.00	PLN 6,720.00
23	PLN 10,200.00	PLN 6,880.00
24	PLN 10,450.00	PLN 7,040.00
25	PLN 10,700.00	PLN 7,200.00
26	PLN 10,950.00	PLN 7,360.00

¹ The number of days of stay shall be calculated as follows: number of days of an event in which a participant takes part + the maximum of 2 days (one day to arrive at the location of education and 1 day to return).

²

<https://mobilityexchange.mercer.com/Portals/0/Content/Rankings/rankings/col2018h147963/index.html>

27	PLN 11,200.00	PLN 7,520.00
28	PLN 11,450.00	PLN 7,680.00
29	PLN 11,700.00	PLN 7,840.00
30	PLN 12,000.00	PLN 8,000.00