



NARODOWA AGENCJA  
WYMIANY AKADEMICKIEJ

## THE REGULATIONS OF THE PROGRAMME

### Promotion of the Polish language

Warsaw, March 2019

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## 1. GENERAL INFORMATION ABOUT THE PROGRAMME

### 1.1. Basic terms and abbreviations

1. **NAWA, Agency** – Polish National Agency for Academic Exchange;
2. **Beneficiary** – an institution which received funding under the Promotion of the Polish language Programme and signed an Agreement on project implementation with NAWA;
3. **External expert** – person from home or abroad who, on behalf of NAWA, carries out merit-based evaluations of applications submitted as part of a call for applications for participation in the Programme;
4. **Partner** – an entity which signed a letter of intent with the Applicant and plans to implement the Project with him should it receive financing from NAWA;
5. **Programme** – Promotion of the Polish language programme;
6. **Project** – activities covered by the financing granted under the programme;
7. **ICT system of the Agency** – a system in which the call for and evaluation of applications and of the reports submitted by the Beneficiaries are conducted;
8. **Applicant** – an institution submitting an application for participation in the Programme;
9. **Evaluation team** – a team of experts appointed by the Director to carry out a merit-based evaluation of applications under the Programme.

### 1.2. Aim of the Programme

The aim of the programme is to promote the Polish language related to elements of Polish history and culture by financing undertakings contributing to improving the quality of teaching Polish as a foreign language and its prestige, thus exerting a lasting impact on the image of Poland in the world. Financing under the Programme will cover projects, activities and initiatives carried out in Poland or abroad which aim at promoting Polish as a foreign language and improving the quality of teaching Polish, as well as projects, activities and initiatives addressed to a broader target group.

The proposed activities should be creative and should highly correspond with the needs of the target group. Activities which the Applicant did not implement previously to the extent or on the scale proposed in the application shall be preferred. Activities implemented abroad are recommended.

The implemented activities may last from 3 to 12 months.

### 1.3. Programme schedule



## 2. THE PROCEDURE FOR SUBMITTING APPLICATIONS

The Applicants submit their applications via the Agency's ICT system under an ongoing call for applications from March to September 2019. In 2019, 2 calls for applications are planned to be organised:

- 1) applications submitted before 30 April 2019 will be processed by 30 June 2019,
- 2) applications submitted after 30 April 2019 will be processed by 30 November 2019.

Activities covered by the financing may start not earlier than on **1 August 2019**.

Submitting an application for the Programme is tantamount to accepting the Programme Regulations.

## 2.1. Authorised applicants

Only Polish HEIs and scientific institutions which promote Polish language on an academic level may apply for the participation in the programme.

Even though the Project may be implemented by a single institution, projects carried out under an international partnership are preferred; in such a case, the applying institution – the Applicant – shall be responsible for concluding the agreement with NAWA, carrying out relevant activities, submitting a report within the specified deadline and settling the funds. Foreign HEIs or scientific institutions may act as Partners under the project.

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 Agency's ICT system from which the application is filed was assigned.

## 2.2. Date and form of submitting applications

The call for applications under the Promotion of the Polish language Programme shall be conducted from **15 March 2019 until 30 September 2019, 3 PM** local time, solely in an electronic form via the Agency's ICT system.

The period of project implementation has to last from 3 to 12 months. Starting and completion date of project implementation shall be defined by the Applicant. The project has to be implemented within the period from 1 August 2019 to 31 December 2020.

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](http://www.nawa.gov.pl) website;
- 2) submit a completed application with the required attachments electronically via the system.

Submitting the application via the system will result in the status of the application in the system changing to "submitted", and the Applicant will receive an email message containing the application reference number.

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

The Applicant may submit no more than 3 applications in total under the call for applications. Each of the submitted applications shall be subjected to individual formal and merit-based evaluation, and if the financing is granted, it shall be the subject of a separate project implementation and

financing Agreement. If the same entity submits more than three applications, only the first three of them (selected based on the time of their submission into the Agency's ICT system) shall be transferred for evaluation.

### 2.3. List of required attachments to the application

The application must be accompanied by the following documents:

- 1) the letter of intent or the partnership agreement in the case of projects implemented within a partnership;
- 2) the registration document of the Applicant, unless it is available in a relevant publicly accessible register kept in an electronic form;
- 3) the power of attorney to represent the Applicant, if the application is submitted by a different person than the one indicated in the registration documents. A template of the power of attorney constitutes Attachment to these Regulations.

Documents should be issued in Polish or English. In the case of documents drafted in a different language, a free translation of a given document into Polish bearing the signature of the translator shall be attached.

## 3. THE PROCEDURE FOR THE EVALUATION OF APPLICATIONS

Applications shall be subject to formal and merit-based evaluation. Only applications meeting the formal criteria shall be submitted for merit-based evaluation. Following the merit-based evaluation, a ranking list shall be drafted based on which funding shall be granted to the highest rated Applicants.

### 3.1. Formal evaluation

The objective of the formal evaluation is to verify whether the applications comply with the formal criteria specified in these Regulations.

Only complete applications may be submitted for evaluation. The application shall be considered incomplete if it is not accompanied by required attachments or if the contents of the said attachments are incomplete. If an incomplete application is submitted, the Applicant shall be requested to supplement it within 14 days from the date of receiving the request, wherein they shall be informed that failure to comply shall result in the application being left out of consideration. It shall be possible to amend an application once in this respect. After logging in to the Applicant's account, an information about the need to supplement the application shall be displayed.

The applications that fail to meet the formal requirements specified in the announcement of the call for applications to participate in the Programme shall also be left out of consideration.

The Agency shall each time inform the Applicant about their application changing status by sending a message to the Applicant's e-mail address. Detailed information on the status of the application is put in Agency's ICT system and becomes available once the Applicant logs into the system.

The formal evaluation of the applications is conducted by NAWA employees.

What is prepared upon completion of the formal evaluation, is a list of all applications which have been submitted for a merit-based evaluation and a list of applications left without consideration. Applicants shall be informed about the result of formal evaluation via Agency's ICT system.

### 3.2. Merit-based evaluation

Merit-based evaluation shall be carried out for applications which have met the formal requirements. Merit-based evaluation of applications shall be carried out by the Evaluation Team. The Evaluation Team's objective is to create a ranking list based on which selected applicants shall be granted project financing.

The Evaluation Team consists of NAWA's employees and external experts appointed by the NAWA Director. External experts are selected pursuant to the procedure in force at NAWA.

Merit-based evaluation proceeds pursuant to the criteria and scoring system indicated in point 3.3. At the stage of merit-based evaluation, an application may be awarded the maximum of 100 points. Having completed its evaluation, the Evaluation Team prepares a ranking list of applications and submits it for the approval of the Agency's Director. The ranking list shall include:

- 1) applications which received a positive merit-based evaluation, eligible for financing;
- 2) applications on the reserve list – applications which received a positive merit-based evaluation, but which were not recommended for financing due to the lack of funds under the call for applications. Such applications may be submitted to be covered by financing in the absence of a signed agreement with an Applicant eligible for financing;
- 3) applications rejected due to negative merit-based evaluation – applications which received less than 50 points under final evaluation or applications which failed to score at least half of the maximum number of points with regard to any of the criteria (with the exception of criterion No 7 – foreign partnership) shall be deemed as not meeting the quality requirements, leading to a negative merit-based evaluation. Such applications shall not be eligible to receive financing.

### 3.3. Merit-based evaluation criteria

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

Item	Description of the criterion	Points
1.	Analysis of the needs of the Applicant (or the partnership) and the target groups which the implementation of the project is expected to satisfy	0 - 10
2.	Compliance of the planned activities with the Programme's assumptions and aims	0 - 5
3.	Innovative character of the project (innovative aspects may relate to the content and means of operation, creative and never before applied methods of teaching, introduction of new project methods and formulas and dissemination of the results of the project)	0 - 10
4.	The quality of project activities (in the case of partnerships – active participation in the implementation of projects of all partners, applied methods, scope of activities)	0 - 20
5.	Project results – i.a. their measurability and impact, visibility of project activities	0 - 10
6.	Viability of the Project in light of the Applicant's capacity and experience and the method of managing, monitoring and evaluating the project	0 - 15
7.	Foreign partnership	0 - 20
8.	Eligibility of costs related to the implementation of planned activities	0 - 10
Total:		100

### 3.4. Information on the call for applications results and the agreement

The Director shall take the decision on granting or refusing to grant financing to the Applicants based on the ranking list. 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) lack of funds;
- 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 liabilities towards NAWA;
- 4) when NAWA becomes aware of information affecting the process of allocating funds to the project.

Within 30 days from receiving a positive decision, the Applicant shall be obliged to conclude an agreement whose template constitutes the attachment to these Regulations. Failure to sign the



agreement within the aforementioned time limit shall be tantamount to resigning from the implementation of the project

Following the Agency's Director's approval, the list of projects covered by financing shall be published on NAWA's website. In justified cases, NAWA Director may extend the deadline for carrying out merit-based evaluation.

The list of applicants which were found to be eligible for financing, including the data of the relevant institutions, shall be published on NAWA's website in the Public Information Bulletin.

### 3.5. Information regarding the 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. BENEFICIARY'S OBLIGATIONS

The Beneficiary's obligations include:

- 1) an obligation to implement the project in line with the approved application,
- 2) an obligation to participate in the evaluation activities, including filling in an on-line survey, the access to which will be provided prior to the end of the project,
- 3) an obligation to submit a Final report together with the required documentation,
- 4) an obligation to promote the project and NAWA's Programme.

#### 5. AGREEMENT WITH THE APPLICANT

In the decision on granting funds, the Director defines actions which the Applicant shall be obliged to perform and the deadlines for performing them, under the pain of refusing to sign the project financing agreement. The agreement with the Applicant shall be signed based on the NAWA Director's decision on granting funds under the Programme, after the procedure of formal and merit-based evaluation of the application is successfully completed. The template of the project financing agreement constitutes the attachment to the Regulations.

If the Applicant selected under the call for applications fails to sign the project financing agreement with NAWA, financing may be granted to the next applicant on the reserve list.

The contract for financing of a project shall be signed by an Applicant, which shall be responsible for its execution.

#### 6. FINANCING RULES

##### 6.1. Approved dates of costs eligibility

The period of eligibility of expenditure shall be defined in a financial contract with a Beneficiary depending on the time-line presented in an application:

- 1) initial eligibility date – the starting date of project implementation entered into the project financing agreement; however, this date cannot be earlier than 1 August 2019;
- 2) final eligibility date – the final date of project implementation entered into the project financing agreement; however, this date cannot be later than 31 December 2020 (it is possible for expenditure to be incurred until the date of submission of the final report, provided that such expenditure relate to the costs associated with the Project implementation period and are included in the final report).

## 6.2. Project budget

The amount of financing earmarked for the implementation of the project is in accordance with the budget presented by the Applicant in the application for project financing.

The maximum amount of project financing is PLN 60,000.

The total cost of the project shall consist exclusively of direct eligible costs indicated by the Applicant in the detailed draft 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 its implementation. Project financing will not cover indirect costs, i.e. administrative expenses not directly related to the main subject of the Agreement.

In the case of projects implemented under a partnership, the Beneficiary shall be responsible towards NAWA for the appropriate settlement of the Project.

## 6.3. Eligible costs

The main approved categories of costs under the Programme include:

- 1) Costs of organising seminars, workshops, conferences:
  - a) costs of renting the rooms, equipment and amplification devices;
  - b) hotel (e.g. accommodation for experts and speakers) and catering services (coffee breaks, lunch);
  - c) costs of conference materials (including costs of photocopying materials, costs of purchase of office supplies and consumables for the organised event);
  - d) costs related to disseminating the information about the planned event (e.g. Internet advertisements);
  - e) other costs directly related to the organisation of the event.
- 2) Travel and accommodation expenses – borne in relation to the implementation of the Project:
  - a) travel and accommodation expenses – borne by the Applicant's employees in relation to domestic or foreign visits necessary for the implementation of the Project;
  - b) travel and accommodation expenses – borne by the persons co-implementing the Project (e.g. foreign graduates, students, experts, speakers) in relation to domestic or foreign visits/returns necessary for the implementation of the Project;

- c) travel expenses cover in particular costs of travelling from the place of residence to the place of destination, costs of visas, health insurance costs, costs of third party liability insurance and costs of accident insurance;
  - d) the living allowance covers in particular costs of accommodation and daily allowance.
- 3) Costs related to the purchase of devices and equipment up to 30% of the total value of the Project, while the costs of purchase of fixed assets or intangible fixed assets should make it possible to carry out one-off classification of expenditure incurred to purchase such assets as costs (their initial value shall not exceed PLN 10,000);
- 4) Costs of remuneration of persons implementing the project:
- a) employment contract costs, costs of performance allowances or costs of other wage components;
  - b) costs of civil law contracts (including contracts with the Applicant's employees or with external experts and partners).
- Note: costs of remuneration cannot exceed 30% of the Project's value.
- 5) Costs of purchasing the other goods and services indispensable for the implementation of the Project, i.a.:
- a) costs of drafting, editing, composing and printing information materials and publications;
  - b) costs of translation/interpretation;
  - c) costs of purchasing teaching aids;
  - d) costs of publishing articles and other studies;
  - e) purchase of consumables necessary for the implementation of the project;
  - f) other costs directly related to the implementation of the Project and necessary to achieve its aims.

All expenditure connected to remuneration in the Project's budget cannot exceed the established limit.

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

- 1) have actually been incurred during the period of project implementation indicated in the agreement on project implementation and financing;
- 2) are compliant with national law, including the principle of expenditure competitiveness or public procurement law (if applicable);
- 3) are supported by accounting documents and entered into the Beneficiary's financial documentation and accounting records;
- 4) are taken into account at the stage of drafting the project budget;

- 5) are indispensable for project implementation;
- 6) are reasonably calculated based on market prices and comply with the requirements of existing tax and social legislation;
- 7) are proportional to planned actions and indispensable for project implementation;
- 8) 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.
- 9) shall only cover VAT where it cannot be refunded or recovered under national VAT regulations.

#### 6.4. Ineligible costs

Ineligible costs in the Programme include:

- 1) costs of daily operations of the Beneficiary;
- 2) costs incurred outside of project implementation period;
- 3) losses resulting from exchange rate differences, commissions related to currency exchange, debit interest charges on 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) costs of purchase of devices and equipment exceeding 30%;
- 9) fines, tickets, financial penalties, costs of court proceedings, insurance, accrued interest;
- 10) costs of opening and keeping bank accounts (including costs of transfers from or to the Agency collected by Beneficiary's bank).
- 11) costs exceeding the limits established in point 6.3, i.e. costs of remuneration higher than 30% of the value of the Project, costs of purchase of devices and equipment exceeding 30% of the value of the Project;
- 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 Director of NAWA.

Expenditure deemed ineligible by NAWA and connected to project implementation shall be borne by the Beneficiary.

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

## 6.5. The principles of making payments

Following payments shall be made in projects:

- 1) Advance payment – constituting 80% of total amount of financing, transferred to the Beneficiary's bank account indicated in the agreement within 21 working days following the date of signing the agreement by both parties;
- 2) Balancing payment – constituting up to 20% of the total amount of financing, transferred within 21 working days following the approval of the final report.

Payments shall be made to the bank account of the Beneficiary responsible for further settlements with the Partners (if the project is implemented under a partnership).

## 6.6. Documenting expenditure

All expenditure incurred under the project shall be documented. Documents confirming that the Beneficiary (or Partner) incurred the expenditure shall in particular be invoices or other accounting documents of value equivalent to evidence, together with proofs of payment.

Accounting documents documenting the project expenditure have to 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.

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.

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).

### 6.7. Storage of documents

Project documents and accounting evidence related to project implementation shall be kept at the Beneficiary's registered office for the period of 5 years from 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.

### 6.8. 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.

### 6.9. 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.

### 6.10. Bank account and interest

For the purposes of implementing NAWA projects, the Beneficiary shall be obliged to open a separate bank account dedicated solely to NAWA financing.

Creation of a dedicated bank account is necessary only in the case of projects under which the Beneficiary receives an advance payment.

Interest accrued on the bank account shall be fully refunded to NAWA by 15 December each year at the latest as at 30 November, to the bank account indicated by NAWA, unless stated otherwise in separate regulations. In the case the bank account is no longer used for the purposes of projects financed from NAWA funds, the amounts shall be reimbursed upon the completion of the final project. 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.

### 6.11. Termination of the agreement

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

- 1) gross breach of the provisions of the contract,
- 2) failure to submit a report within a prescribed time limit,
- 3) failure to remove irregularities detected as a result of an inspection within the prescribed period,
- 4) Beneficiary's delays in the implementation of the project,
- 5) provision of false information or false declarations in the Application or in reports by the Beneficiary.

In the event of termination of the project financing agreement, the Beneficiary shall be obliged to return the received funds along with interest. Termination of the contract is regulated in detail in the template of the contract for financing of the project.

## 7. REPORTING

The Beneficiary is obliged to submit a final report to NAWA. The report shall be submitted in electronic form via the Agency's ICT system.

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

### 7.1. Final report

The Beneficiary shall be obliged to submit a final report from the implementation of the project covering the entire project implementation period from the date of signing the Agreement. If the Beneficiary started the implementation of the Project in the period between issuing the decision on granting financing and signing of the Agreement, the final report shall cover the entire period from the date on which the Beneficiary started to undertake the relevant activities.

In particularly justified cases the Beneficiary shall be allowed to request for submitting the final report early, provided that Project implementation was completed early. The final report will be evaluated in terms of its formal correctness and merit-based compliance of conducted activities with the activities planned in the Application and being the subject of the Agreement.



The final report shall consist of:

- 1) a merit-based part, including a description of completed work, separately for each task envisaged in the application for financing of the project;
- 2) a financial part, including the summary of expenditure incurred under the different budget items together with their description, final settlement of the project including identification of incurred costs, the amount of collected advance payment, the amount of balancing payment / returned funds and the amount of interest accrued on the bank account dedicated to the project.

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

The final report will not be accompanied by source documents proving that the expenditure was incurred. At the request of NAWA, the Beneficiary shall be obligated to provide all required documents.

Reports shall be submitted via the Agency's ICT system and drafted using electronic forms prepared and made available by NAWA.

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.

## 7.2. Verification of the final report

Within 30 working days from the final 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 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 verification of Beneficiary's report, NAWA may request, for the purpose of an in-depth inspection, the submission of additional documents related to the Project implementation, in

particular documents concerning the proceedings related to the purchase of goods and services or financial documents.

## 8. AMENDMENTS TO THE REGULATIONS

NAWA reserves the right to amend these Regulations over the course of the call for applications, barring amendments resulting in unequal treatment of 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 submitted before the publication of amendments to the Regulations shall be resubmitted by the Applicant if their provisions are not in line with introduced amendments. NAWA will notify all Applicants who submitted their applications prior to publication of the amendments to the Regulations, by sending information in the Agency's ICT system. At the same time NAWA reserves the right to introduce changes to the Regulations, which are of organising and clarifying nature, as well as in order to rectify obvious mistakes in the Regulations, without separately informing about modifications introduced, subject to publication of the contents of the Regulations taking into account modifications made, which at the same time is the moment, from which they shall be in force.

NAWA reserves the right to rescind a call for applications, in particular in the case of substantial amendments being introduced to the legislation that affect the terms of the call for applications, force majeure events or in other justified cases.

All information necessary to properly carry out the call for applications NAWA shall place on its website [www.nawa.gov.pl](http://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.

## 9. EVALUATION

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

- 1) filling in an on-line evaluation survey made available by NAWA; the list of questions included in the survey shall constitute the attachment to the Agreement; the survey shall be completed within 30 days from the date of completion of the project;
- 2) participation of the Beneficiary in separate evaluation studies commissioned by NAWA. It is assumed that the Beneficiary may be invited to participate in the

evaluation once during the period from the start of the project until 3 years after its completion.

NAWA ensures 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. 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 final report inspection for desk inspection of documents, the Beneficiary shall provide the Agency with copies of documents that support the expenditure 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 allowed by law to send original documents for the purpose of the final report inspection and desk inspection of documents, it will be allowed to send copies of supporting documents.

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

Individual inspections shall include the following elements:

1) Verification of the final report

Verification of the final report shall be carried out after it is submitted to the Agency via the Agency's ICT system; it aims at checking whether the Beneficiary properly used the financing granted to him and determining the final amount of co-financing which the Beneficiary will be entitled to receive.

2) Desk inspection of documents

Desk inspection of documents constitutes an in-depth inspection of additional supporting documents carried out at NAWA's registered office, which can be carried out at the stage of submitting the final report or afterwards.

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 make original supporting documents envisaged for verification of the final report and desk inspection of the document available to NAWA for verification.

There are two types of inspections carried out on the site of project implementation:

4) 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.

5) Inspection at the Beneficiary's registered office following project completion

Such inspection shall be carried out following project completion and usually following inspection of the final report.

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 project financing in line with the provisions of the Agreement;
- 4) the NAWA Director's right to terminate the Agreement in line with the provisions of the Agreement.

## **11. INFORMATION AND PROMOTION**

The Beneficiary shall be obliged to mark all prepared materials and documents related to project implementation, which are made publicly available or intended for the target group, with NAWA logotype. Publications and other fruit of the project which did not point to the Agency as the institution financing the project, shall not be considered fruit of the project and will not be taken into account when the project is being settled.

If a given scientific article or scientific material shall be published in a foreign magazine thanks to the funding received under the Programme, the author or co-author of this publication affiliated with the Applicant or the Partner shall be obliged to include a note informing that the article/material has been financed from NAWA's funds in its text (e.g. "This article/material has been supported by the Polish National Agency for Academic Exchange under Grant No.\_"). The

absence of such an information may result in the refusal to classify the costs related to this publication as eligible.

If a given scientific article or scientific material shall be published in a foreign magazine thanks to the funding received under the Programme, the Polish National Agency for Academic Exchange recommends the Applicant to immediately make this publication available to the public under a free licence (e.g. Creative Commons Attribution CC BY), at least in the version submitted by the author (preprint), if the publisher's licence does not allow for making the final version of the published text openly available to the public.

Detailed requirements and solutions related to copyright and the process of granting licences to NAWA are included in the template of the Agreement which constitutes the Attachment to these Regulations.

## 12. PERSONAL DATA PROTECTION

NAWA shall act as the controller of personal data of External experts, Beneficiaries' representatives, Partners or Applicants.

Personal data shall be used in line with these Regulations for the purpose of:

- 1) conducting the call for applications procedures and evaluating applications in the Programme;
- 2) selection of applications which shall be covered by co-financing;
- 3) executing agreements related to Project implementation;
- 4) cooperation between NAWA and participants in the projects, including cooperation for the purpose of promoting the programme.

Personal data of the aforementioned persons may be transferred to NAWA employees, external experts cooperating with NAWA or representatives of Applicants/Partners/Beneficiaries due to the execution of the aforementioned aims.

Transfer of personal data to institutions with registered offices outside of the European Economic Area (Member States of the European Union, Iceland, Norway and Liechtenstein) shall proceed based on the standard protection clauses adopted or approved by the European Commission. The data subject shall be entitled to receive a copy of the data transferred to foreign academic centres.

Article 6(1)(b) and (e) of the General Data Protection Regulation (GDPR) shall constitute the legal basis for the processing of personal data. The data is provided voluntarily, however, it is necessary

to participate in the call for applications or to execute the concluded agreements. Refusal to provide data shall be tantamount to the application being left out of consideration.

Personal data of the aforementioned persons involved in Project implementation shall be used for settlement purposes at the stage of processing applications, for the period of Project implementation and for 5 years following Project completion, and for the period necessary for archiving purposes, in line with the Agency's office instruction.

Personal data of persons whose applications were rejected shall be kept for the period of processing applications, until the time they are removed from the Agency's ICT system via which applications were submitted by persons submitting the application and for the period necessary for archiving purposes, in line with the Agency's office instruction.

The data subjects shall be entitled to:

- 1) demand that the Agency gives them 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,
- 4) 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.

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

### 13. 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**.

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.

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.

#### 14. CONTACT WITH NAWA

The person to contact regarding issues related to the Programme is:

Wiesława Krasuska

phone +48 22 390 35 67

e-mail: [wieslawa.krasuska@nawa.gov.pl](mailto:wieslawa.krasuska@nawa.gov.pl)

Attachments:

- 1) Attachment No 1 – Template of a power of attorney
- 2) Attachment No 2 – Template of a letter of intent
- 3) Attachment 3 – Template of an agreement