

## IDENTIFICATION CARD OF THE AGREEMENT

DETAILS OF THE AGREEMENT		
Number of the Agency's decision	[number]	
Number of the Agency's agreement	[number]	
Starting date	[date]	
Completion date	[date]	
DETAILS OF THE BENEFICIARY		
Beneficiary	[name]	
Address	[street, building number, apartment number / place / number, postal code, place]	
NIP (Tax Identification Number)	[if applicable]	
PESEL (Personal Identification Number)	[if applicable]	
BANK DETAILS		
Account holder	[name]	
Bank name	[name]	
IBAN (account number)	[number]	
Account currency	[currency]	
SWIFT	[if applicable]	
FINANCING		
Allocated funds	[amount]	[Currency symbol]
Value of advance payment No 1	[amount]	[Currency symbol]
Value of advance payment No 2	[if applicable]	[Currency symbol]
Value of advance payment No 3	[if applicable]	[Currency symbol]

### STATEMENT OF THE BENEFICIARY

I confirm that the above data correspond to the factual and legal situation and I accept that this page "0" of the agreement constitutes its integral part, i.e. Annex 0.

.....  
*Place, date*

.....  
*Signature of the Beneficiary*

.....  
*Signature of the person preparing  
the agreement on the part of the Agency*

## Annex 3 to the Regulations – Template of the Agreement

AGREEMENT NO [ ] / [ ]

hereinafter referred to as the “Agreement” between:

the Polish National Agency for Academic Exchange, with its registered office in Warsaw, address: 00-635 Warsaw, ul. Polna 40, NIP (Tax Identification Number): 5272820369, REGON number: 368205180, hereinafter referred to also as the “Agency”,  
represented by:  
Łukasz Wojdyga – Director

and

[ ], address: [ ], NIP (Tax Identification Number): [ ], REGON: [ ], hereinafter referred to as the “Beneficiary”,  
represented by:  
[ ]/Name and surname – [ ]/function/

hereinafter jointly referred to as “the Parties”,

pursuant to the decision of the Director of the Agency of [ ] on allocation of funds for implementation of the Beneficiary’s project under the programme “*STER - Doctoral Scholarships for Foreigners*” (hereinafter referred to as the “Decision”), which is co-financed from the European Social Fund under the Operational Programme Knowledge, Education, Development, a non-competition project entitled “*Supporting the institutional capacity of Polish HEIs through the creation and implementation of international study programmes*” implemented under Measure 3.3 Internationalisation of the Polish higher education, specified in the application for project co-financing No POWR.03.03.00-00-PN16/18.

the Parties enter into an Agreement reading as follows:

### §1

#### Subject of the Agreement

1. The Agreement specifies the conditions of implementation, financing, as well as the conditions of settlement of financial resources granted according to the Decision for implementation of the Project referred to in paragraph 2, under the programme “*STER - Doctoral Scholarships for Foreigners*”, hereinafter referred to as the “Programme”.

2. The subject of the Agreement is the implementation of the project entitled [REDACTED] by the Beneficiary, in accordance with the application of the Beneficiary referred to in § 3(1)(3) of the Agreement, hereinafter referred to as the "Project".
3. The Agency Director granted the Beneficiary the financial resources in the amount of PLN [REDACTED] (in words: [REDACTED] złotych [REDACTED]/100) for the implementation of the Project.

## §2

### Project implementation period

The project shall be implemented in the period from [REDACTED] /day-month-year/ to [REDACTED] /day-month-year/.

## §3

### Terms and conditions of the Agreement implementation

1. The Beneficiary shall implement the Agreement pursuant to:
  - 1) generally applicable laws;
  - 2) provisions of the Agreement;
  - 3) the Beneficiary's application submitted under the recruitment procedure to the Programme in the ICT system of the Agency, hereinafter referred to as the "Application", in particular the results contained therein that are to be achieved and tasks to be completed, as well as the Project schedule and budget;
  - 4) the regulations of the Programme in force on the date of conclusion of the Agreement, i.e. a document of [REDACTED], hereinafter referred to as the "Regulations", available at the Agency's website, constituting Annex 2 to the Agreement;
  - 5) internal regulations in place at the Beneficiary, unless they are contrary to the generally applicable laws and documents listed in points 2–4 above.
2. Statements submitted as part of the recruitment procedure for the Programme are binding during the term of the Agreement, under pain defined in § 11(1)(6) of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Beneficiary or third parties, arising from the performance of the Agreement, and in particular the Agency shall not be liable for Beneficiary's acts and omissions.
4. The Beneficiary shall be responsible for proper execution of the Agreement, including spending of the funds granted.

## §4

### Obligations of the Agency

As part of the implementation of the Agreement, the Agency shall, in particular, pay out the allocated financial resources pursuant to the Agreement to the Beneficiary's bank account provided in §6(1) of the Agreement, subject to §6(7) of the Agreement.

## §5

### Obligations of the Beneficiary

Under the Agreement, the Beneficiary shall, in particular:

- 1) properly execute the Project, i.e. all measures envisaged in the Application, including the results specified in the Application, ensure implementation of the Project by persons indicated in the Application, collect personal data of Project participants in line with the Agency's guidelines, in the scope resulting in particular from the Regulations and Annex 6 to the Agreement - Minimum scope of data to be entered into the ICT system of the Agency as regards monitoring of project participants, ensure the application of the principle of equal opportunities and non-discrimination, as well as equal opportunities of women and men in line with *Guidelines on implementation of the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equal opportunities of women and men under the EU funds for 2014-2020, available at [www.power.gov.pl](http://www.power.gov.pl)*;
- 2) disburse the allocated financial resources in accordance with the budget constituting an integral part of the Application taking into account the potential budget correction proposed at the stage of substantive evaluation of the Application, with eligible costs being specified in detail in the Regulations;
- 3) settle the allocated financial resources in accordance with the Agreement;
- 4) submit reports in accordance with § 7 of the Agreement;
- 5) participate in the Programme evaluation in accordance with § 14 of the Agreement;
- 6) collect the Statement on personal data processing, the template of which constitutes Annex 7 to the Agreement, from all Programme participants receiving the support;
- 7) place personal data of a Project participant in the ICT system of the Agency within 10 working days from recruiting the Project participant and signing documents referred to in point 1 and 6;
- 8) keep documentation related to the Project in a manner and in line with the principles set out in the Regulations;
- 9) fulfil other obligations resulting from the Agreement and documents it refers to.

## §6

### Rules of financing

1. The allocated financial resources shall be transferred to the Beneficiary by the Agency to the following bank account of the Beneficiary:

Name of the account holder:

number

bank name .

in the following way:

- 1) **Advance payment** – in the amount of , constituting 70% of costs of activities related to recruiting foreign doctoral students, listed in Part B of the Project budget, presented in the application for financing, taking into account a potential budget correction proposed at the stage of substantive evaluation of the Application,

- transferred to the Beneficiary's bank account indicated in the Agreement within 21 working days from signing of the Agreement;
- 2) **Partial payment/s/** – in the amount resulting from the payment schedule, transferred to the bank account of the Beneficiary indicated in the Agreement, within 21 working days from approval of the partial report;
  - 3) **Balancing payment** – in the amount of \_\_\_\_\_, i.e. not more than 10% of the total financing amount, transferred to the bank account of the Beneficiary indicated in the Agreement, within 21 working days from approval of the final report.
2. Amounts referred to in paragraph 1 shall not be subject to indexation.
  3. The Beneficiary shall run a separate bank account for financial resources received under the Agreement and maintain separate financial and accounting records.
  4. The total bank interest obtained by the Beneficiary from the financial resources transferred by the Agency shall be returned within 30 days from the Project completion at the latest, pursuant to § 2 of the Agreement, to the bank account indicated by the Agency, unless separate provisions provide otherwise. The date of interest return shall be the moment when the funds are credited to the Agency's account.
  5. The day on which the bank account of the Agency is debited shall be considered as the day of the funds payment.
  6. The allocated financial resources shall be settled according to principles set out in the Regulations.
  7. The funds shall be paid out subject to availability of funds on the Agency's bank account.
  8. The payment of financial resources can be made in the following way:
    - 1) in case of mutual amounts due arising from the Agreement between the Agency and the Beneficiary, the Agency shall be entitled to deduct them which shall not release the Beneficiary from obligations resulting from the Agreement;
    - 2) in other cases, the payment will be made by the Agency to the bank account indicated by the Beneficiary.

The Parties agree that the order in which payments are made in accordance with the above-mentioned forms shall be determined as follows: first deduction of mutual liabilities listed in point 1, followed by the payment referred to in point 2.

9. The Beneficiary shall inform the Agency, at its request and on the date specified by the Agency, about the amount of funds remaining on the Beneficiary's account referred to in paragraph 3, as of 31 December of a given calendar year.

## §7

### Reports of the Beneficiary

1. The Beneficiary shall timely submit report(s) via the Agency's ICT system, in line with the principles and deadlines set out in the Regulations:
2. The template of the partial report and the final report constitutes an annex to the Agreement.
3. The Beneficiary shall not attach any source documents, however, during the verification of the Beneficiary's Report, the Agency may request, for the purpose of an in-depth control, the submission of documents related to the Project implementation, in particular financial

- documents and documents concerning the proceedings related to the purchase of goods and services.
4. Appropriately prepared Report(s) are subject to verification conducted by the Agency's employees in terms of compliance of the Project implementation with the Agreement. The Agency may decide to submit the Report or Reports for evaluation of external experts appointed by the Agency Director.
  5. If the Beneficiary submits an incomplete or incorrectly prepared partial or final Report, the Agency shall notify its comments through the Agency's ICT system and shall request the Beneficiary to respond to these comments by clarifying or correcting the Report by the deadline set by the Agency, but not shorter than 7 calendar days, starting from the date of placing the comments in the ICT system, in line with the principles and under the conditions specified in the Regulations.
  6. If the Beneficiary fails to respond by the deadline set by the Agency or if, despite the submission of comments by the Agency three times, the report of the Beneficiary does not meet the Agency's requirements and cannot be accepted, the Agency may decide to deem the Agreement not implemented in full or in part and may request return of financial resources in part or in full.
  7. The Beneficiary shall transfer the products of dissemination activities generated as a result of the Project implementation to the Agency, along with the final report.

## §8

### Control of the Project

1. The Beneficiary may be subject to controls and audits carried out by the Agency or a third party appointed by the Agency, in accordance with the principles set out in point 8 of the Regulations.
2. The Beneficiary may be subject to controls and audits by competent administration bodies and other entities authorised pursuant to separate regulations, including the National Centre for Research and Development.

## §9

### Method and mode of supervision over the performance of the Agreement by the Agency

1. The Agency shall supervise the appropriate implementation of the Agreement.
2. The supervision shall cover in particular:
  - 1) ad-hoc supervision, in particular the Agency's right to request from the Beneficiary explanations, information, requests for any documentation related to the Project, within the period set by the Agency, not shorter than 7 days from the date of the request,
  - 2) evaluation of the Reports,
  - 3) authorisation of the Agency Director to suspend the Project financing, in accordance with §10 of the Agreement.

- 4) authorisation of the Agency Director to terminate the Agreement, in accordance with §11 of the Agreement.
3. The Beneficiary shall immediately inform the Agency about any problems or irregularities in the performance of the Agreement that threaten or may threaten the proper performance of the Agreement.

## §10

### Suspension of the financing

1. The Agency Director may suspend the Project financing until the doubts are clarified in the following cases:
  - 1) finding irregularities in the Project implementation or other circumstances putting at risk its appropriate implementation,
  - 2) failure to submit at least one of the Reports referred to in § 7(1) of the Agreement on time, submission of an incomplete or incorrect Report, the need to submit explanations or corrections in accordance with point 6.3 of the Regulations;
  - 3) disbursement of financial resources not in accordance with the Agreement, including with the budget constituting an integral part of the Application, or failure to achieve the planned results at a given stage of the Project implementation,
  - 4) failure to submit documents requested by the Agency by the set deadline, failure to provide explanations, and failure to submit to control activities.
2. The Agency shall send information on suspension of financing along with its justification to the Beneficiary through the Agency's IT system.
3. During the suspension of financing, i.e. from the moment the information on the suspension of financing is entered into the IT system of the Agency until the information on resumption of financing is placed in the same way, the Beneficiary shall not incur new liabilities from funds received under the Agreement, but may only regulate those previously incurred. The financial resources disbursed within this period from the Project, apart from financial resources indicated in the preceding sentence, shall be returned to the Agency's bank account indicated in the request for return.
4. If the explanations are accepted or if violations found by the Agency cease to exist, the Agency Director shall resume financing of the project and shall inform the Beneficiary about it through the IT system of the Agency.

## §11

### Termination of the Agreement

1. The Agreement may be terminated by the Agency with immediate effect in the following cases:
  - 1) The financing is not resumed within 2 months from the end of its cessation,
  - 2) Gross violation of the provisions of the Agreement, which justifies the immediate termination of the Agreement without prior suspension of financing, in particular when

- a significant portion of financial resources is spent (over 50% of the allocated amount) is disbursed in breach of the Agreement,
- 3) Failure to submit the report(s) within a specified period, as well as failure to correct or complete the report in accordance with the Agreement or the Regulations,
  - 4) Failure to eliminate irregularities found as a result of the control, by the set deadline,
  - 5) The Beneficiary's delays in the Project implementation to the extent that, in the opinion of the Agency, it is unlikely that the Project will be implemented within the deadline specified in the Agreement;
  - 6) Provision of false information or a false statement in the Application or in the Reports by the Beneficiary.
2. The Agency shall also be entitled to terminate the Agreement with immediate effect if, due to organisational and legal changes at the Beneficiary, the implementation of the Agreement would be jeopardized.
  3. In the case of termination of the Agreement, the Beneficiary shall return the received funds along with statutory interest as for the delay, calculated from the date of transfer of these funds to the date of their return, within 14 calendar days from the date of termination of the Agreement. From the financial resources returned after the deadline referred to in the first sentence, statutory interest shall be charged as for delay, starting on the day following the day on which the deadline expired.
  4. The Agreement may be terminated by the Parties by way of agreement of the Parties in the event of circumstances that prevent or may significantly impede the performance of the Agreement and which could not be foreseen at the time of conclusion of the Agreement.

## §12

### Settlement of the Agreement and return of allocated financial resources

1. The Agency Director shall settle the Agreement after the acceptance of the Final Report, referred to in § 7 of the Agreement, consisting of a substantive and a financial part.
2. As a result of the settlement, the Agreement may be deemed:
  - 1) performed;
  - 2) performed with identified irregularities – with the return of all or some financial resources spent improperly;
  - 3) not performed – with the return of all financial resources.
3. The financial resources not used for the Project implementation, resulting from the settlement of the final report, shall be returned upon call from the Agency, by the deadline referred to in § 7(1) of the Agreement or another deadline set by the Agency. Unused funds returned after this date shall be subject to statutory interest as for delay starting from the day following the date on which the deadline for returning the above-mentioned funds expired.
4. Financial resources used incorrectly shall be returned to the Agency's bank account within 14 calendar days from the date of the call for their return. Financial resources used incorrectly, returned after the deadline referred to in the first sentence, shall be subject to



statutory interest as for delay, starting from the day following the day on which the deadline expired.

### §13 Promotion

The Beneficiary shall mark all prepared works, materials and documents created under or in connection with the Project, which are made public or intended for the target group, by placing on them the following elements jointly, in a visible place:

- 1) the Agency's logotype, available for download from the website [www.nawa.gov.pl](http://www.nawa.gov.pl),
- 2) a sign of the European Funds, a sign of the European Union with the name: European Social Fund;
- 3) information: "The Programme co-financed from the resources of the European Social Fund under the Operational Programme Knowledge Education Development, a non-competition project entitled: "Supporting the institutional capacity of Polish HEIs through the creation and implementation of international study programmes", implemented under the Measure, specified in the application for project co-financing No POWR.03.03.00-00-PN16/18, or
- 4) information referred to in items 1-3 in English;
- 5) in audio products, the information about financing by the Agency must be read during the recording.

### §14 Evaluation

1. The Beneficiary and Project Participants shall participate in the Programme's evaluation conducted by the Agency, on terms and conditions specified in point 7 of the Regulations, i.e. by means of:
  - 1) Submission of an evaluation questionnaire to the Agency on completion of the Project. The list of questions included in the questionnaire constitutes an annex to the Agreement. The questionnaire must be sent to the Agency within 30 calendar days from the date of the Project completion;
  - 2) The list of questions included in the questionnaire constitutes Annex 5a and 5b to the Agreement;
  - 3) The participation of the Beneficiary in separate evaluation studies conducted at the Agency'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.
2. The Agency declares that the data obtained from the Beneficiary pursuant to paragraph 1 shall not affect the terms of payment of the funds granted.

## §15

### Amendments to the Agreement

1. Any amendments to the Agreement shall require an annex concluded in writing under pain of nullity, unless otherwise stated in the Agreement. The Beneficiary shall submit a written and fully justified application, specifying the proposed amendments to the Agreement.
2. Financial resources may be transferred between the budget items up to 10% of the value of the cheaper budget item without the consent of the Agency. Transfers to budget items, for which the Regulations have established the maximum limits, above the limit, and to the budget items to which the reduction of funds was applied, to the amount of the said item after the reduction, shall not be possible.

## §16

### Copyrights

1. The Beneficiary undertakes to conclude a separate agreement with the Agency for transfer of copyrights (the template of the contract constitutes Annex 3 to the Agreement), including the exclusive right to grant licences to exercise dependent copyright to work generated under the Project.
2. At the same time, in the agreement referred to in paragraph 1, the Agency shall grant to the Beneficiary a free-of-charge licence for an indefinite period, without territorial restrictions, to use the above mentioned works, at all fields, covered by the agreement referred to in paragraph 1, together with the licence to exercise the dependent copyright.
3. The agreement referred to in paragraph 1 shall be concluded at the written request of the Agency within a period indicated in this request, not shorter than 7 days after receipt of the request.
4. Failure of the Beneficiary to conclude the agreement referred to in this paragraph shall constitute a gross infringement of this Agreement, referred to in § 11(1)(2).

## §17

### Personal data

1. Pursuant to the Agreement on entrusting the processing of personal data in connection with implementation of the Operational Programme Knowledge, Education, Development 2014-2020 of 11 May 2015 No WER/NCBR/DO/2015, concluded between the minister competent for regional development and the National Centre for Research and Development (NCBR) and pursuant to the agreement concluded between the National Centre for Research and Development and the Agency, and in connection with Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), the Agency

has been entrusted with the processing of personal data, on behalf of and for the minister competent for regional development.

2. The rules and the method of data processing are presented in Annex 10.

## §18

### Final provisions

1. The Agreement shall enter into force on the day of its signing by the other Party.
2. In the case of discrepancies or other potential doubts regarding the application of the Agreement or its annexes, the Parties agree that Annex 2 shall have the priority, then the Agreement, Annex 1 and then the remaining annexes.
3. The rights and obligations of the Parties under the Agreement shall not be transferred to third persons.
4. In matters not covered by the Agreement the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code and the Regulations shall apply.
5. Disputes resulting from the performance of the Agreement shall be resolved by a common court competent for the registered office of the Agency.
6. All correspondence, except for the cases of using IT system of the Agency provided for in the Agreement, bearing the number of the Agreement, related to the implementation of the Agreement, shall be conducted in writing and sent to the following addresses:
  - 1) Agency:  
Polish National Agency for Academic Exchange  
ul. Polna 40, 00-635 Warsaw
  - 2) Beneficiary: .....
7. Annexes to the Agreement constitute an integral part of the Agreement.
8. All amendments to the Agreement shall be made in writing under pain of nullity.
9. The Agreement has been drawn up in two identical copies, one for each Party.

### Annexes:

- 1) Application;
- 2) Regulations;
- 3) Template of the agreement on the transfer of copyrights;
- 4) Template of the report:
  - a) partial report;
  - b) final report;
- 5) Evaluation questionnaire;
  - a) first stage;
  - b) final;
- 6) Minimum scope of personal data to be entered into the ICT system of the Agency with respect to monitoring of project participants;

- 7) Statement of the project participant GDPR;
- 8) Template of authorisation for processing of personal data;
- 9) Template of the cancellation of authorisation for processing of personal data
- 10) Rules and method of processing of personal data.

Agency:

Beneficiary:

\_\_\_\_\_

\_\_\_\_\_, Warsaw  
*(date, place)*

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
*(date, place)*