



REGULATIONS
OF THE KATAMARAN PROGRAMME
ESTABLISHING AND CONDUCTING JOINT SECOND-CYCLE STUDIES

Warsaw, March 2019

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1. GENERAL INFORMATION ABOUT THE PROGRAMME

1.1 Aims of the Programme

The **main aim** of the Programme is to support Polish higher education institutions in the scope of creating and implementing international curricula on joint second-cycle studies leading to obtaining a joint or double diploma.

Specific aims of the Programme include:

- 1) increasing the number of joint second-cycle studies curricula offered by Polish HEIs;
- 2) increasing mobility of students and academic staff;
- 3) improving the quality of education by implanting international experience at Polish HEIs.

Under the Programme, the applicant may submit an application concerning one of the following paths:

- path A – Establishing the curricula of joint international second-cycle studies and opening enrolment for studies;
- path B – Supporting academic mobility under the existing joint international second-cycle studies.

The Applicant may submit at most 3 applications, provided that a single application concerns only one of the paths (i.e. it is not possible to combine both paths in a single application).

The Programme is implemented as part of the project *"Supporting the institutional capacity of Polish HEIs through establishing and conducting international studies curricula"* within 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 20,000,000.00.

The budget for a single Project may amount to:

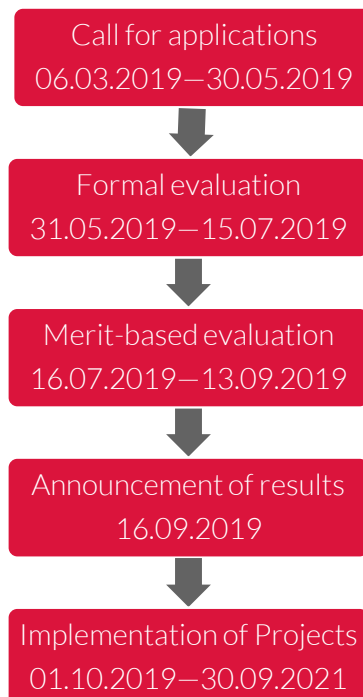
- under path A – Establishing the curricula of joint international second-cycle studies and opening enrolment for studies – at most: PLN 700,000.00;
- under path B – Supporting academic mobility under the existing joint international second-cycle studies – at most: PLN 1,000,000.00.

1.2 Basic terms and abbreviations

- 1) **Agency, NAWA** – Polish National Agency for Academic Exchange;
- 2) **Beneficiary** – a HEI which was granted funding under the Programme and signed an agreement on Project implementation and financing with NAWA;
- 3) **External expert** – a person from Poland or from abroad, commissioned by NAWA to carry out merit-based evaluation of applications submitted under the calls for applications for participation in the Programme. An external expert may carry out an independent merit-based evaluation of applications as a reviewer or a member of the Evaluation Team;
- 4) **Partner** – an authorised entity which signed a letter of intent or an agreement referred to in Article 60(1) of the ALHES with the Applicant and plans to implement the Project together with the Applicant should it receive financing from NAWA. Unless the Regulations state otherwise, the Partner shall abide by the same requirements and obligations as the Applicant and the Beneficiary;
- 5) **PAC** – Polish Accreditation Committee;
- 6) **Programme** – KATAMARAN PROGRAMME – *Establishing and conducting joint second-cycle studies*
- 7) **Studies curriculum, educational programme** – educational programme on joint second-cycle studies leading to obtaining a joint or double diploma;
- 8) **Project** – a series of tasks covered by financing granted under the KATAMARAN Programme – *Establishing and conducting joint second-cycle studies*;
- 9) **Reviewer** – an External expert carrying out an individual merit-based evaluation of applications submitted as part of the call for applications for participation in the Programme;
- 10) **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;
- 11) **Project participant** – a person within the meaning of *the Guidelines for monitoring material progress in the implementation of Operational Programmes for 2014-2020*, i.e. in particular

- the Beneficiary's employee participating in the Project or a Polish or foreign student participating in the Project;
- 12) **Applicant** – a HEI 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;
 - 13) **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;
 - 14) **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;
 - 15) **Agreement** – an agreement signed between the Applicant and NAWA, once the application receives a positive evaluation and the NAWA Director decides on Project implementation and financing;
 - 16) **ALHES** – Act of 20 July 2018 – Law on Higher Education and Science (Journal of Laws (Dziennik Ustaw), item 1668, as amended).

1.3 Implementation of Projects



2. THE PROCEDURE FOR SUBMITTING APPLICATIONS

2.1. Eligible Applicants

Applications for participation in the Programme may be filed by public and private HEIs referred to in ALHES which hold the Erasmus Charter for Higher Education

and have met all of the following criteria:

- **under path A – Establishing the curricula of joint international second-cycle studies and opening enrolment for studies:**
 - 1) they hold an Erasmus Charter for Higher Education;
 - 2) they offer second-cycle education;
 - 3) they were not placed in liquidation at the moment of filing the application;
 - 4) they were not the subjects of a negative evaluation from the Polish Accreditation Committee at the moment of filing the application;
 - 5) they have fulfilled their obligations towards NAWA stemming from agreements signed in relation to other programmes;
 - 6) they have signed a letter of intent with a foreign HEI in cooperation with which the joint studies curriculum will be developed and the studies covered by the Programme will be conducted.

The Project has to be implemented in partnership with one foreign HEI providing education services corresponding to the 7th level of the European Qualifications Framework. The profile and potential of the foreign HEI has to supplement the profile and potential of the Polish HEI, i.e. the Applicant has to prove that the foreign Partner's participation in the Programme allows him to improve the quality of education offered at the Polish HEI. The choice of the Partner under the project has to supplement the Applicant's potential (didactic, organisational, technical and personnel-related).

- under path B – Supporting academic mobility under joint international second-cycle studies:
 - 1) they hold an Erasmus Charter for Higher Education;
 - 2) they offer second-cycle education;
 - 3) the minister competent for higher education and science approved the establishment of the studies being the subject of the project (pursuant to Article 53 of the ALHES);
 - 4) they were not placed in liquidation at the moment of filing the application;
 - 5) they were not the subjects of a negative evaluation from the Polish Accreditation Committee at the moment of filing the application;
 - 6) they have fulfilled their obligations towards NAWA stemming from agreements signed in relation to other programmes;
 - 7) they signed an agreement referred to in Article 60(1) of the ALHES with a foreign HEI with which they will jointly offer the studies covered by the Project or a letter of intent concerning joint implementation of studies should they receive financing.

The Project has to be implemented in partnership with one foreign HEI providing education services corresponding to the 7th level of the European Qualifications Framework. The profile and potential of the foreign HEI has to supplement the profile and potential of the Polish HEI, i.e. the Applicant has to prove that the foreign Partner's participation in the Programme allows him to improve the quality of education offered at the Polish HEI.

2.2. Authorised activities

I. Authorised activities under path A – Establishing the curricula of joint international second-cycle studies and opening enrolment for studies:

- 1) activities related to the establishment of a curriculum of international joint second-cycle studies, including in particular:
 - a) merit-based development of the studies curriculum in cooperation with a foreign HEI, along with describing the effects of education and criteria for their verification;

- b) merit-based development of the didactic materials supporting the students' education in cooperation with a foreign HEI;
 - c) merit-based development of the didactic materials supporting the students' education, including their distance education, in cooperation with a foreign HEI;
 - d) purchasing textbooks and other materials necessary for the development of the studies curricula;
 - e) linguistic correction of the studies curriculum and the didactic materials;
 - f) organisation of domestic or foreign study visits or working meetings or ensuring that the staff involved in the implementation of the Project attends such visits or meetings.
- 2) actions supporting the commencement of studies based on the education curriculum developed under the Project, in particular:
- a) organisation of domestic or foreign trainings or ensuring that the staff involved in the implementation of the Project takes part in such trainings; training organised in Poland may concern:
 - preparing for the application of new methods of education;
 - preparing to implement the new studies curriculum with foreign students' participation (e.g. training on cultural differences);
 - preparing the staff which would be ultimately responsible for conducting classes within the studies launched based on the education curriculum developed under the Project for conducting classes by utilising methods and techniques of distance education;
 - cooperating with the Partner (e.g. servicing the Project in accordance with the Partner's organisational standards);
 - b) taking measures aiming at disseminating information about the planned launch of the studies based on the education curriculum developed under the Project and at acquiring students (e.g. direct contacts, participating in networking meetings, conducting or taking part in lectures, conferences and other events addressed to the target group).

The Applicant **has to select at least** one of the above-mentioned categories of activities supporting the commencement of studies based on the education curriculum developed under the Project.

Supplementary information concerning path A.

- 1) The studies curriculum has to concern joint second-cycle studies. The Applicant is not allowed to establish first-cycle studies curriculum nor a uniform master's degree studies programme.
- 2) Joint studies mean studies referred to in Article 60 of the ALHES. Second-cycle studies curriculum has to be developed in cooperation with a foreign HEI and has to include the need to issue a joint diploma referred to in Article 60(4) of the ALHES and in the Ordinance of the Minister of Science and Higher Education of 27 September 2018 on programmes of studies (Journal of Laws, item 1861).
- 3) The studies curriculum has to address the need for education in a particular field of study, based on the supply-demand analysis conducted for the proposed field of study.
- 4) The studies curriculum has to be drafted in a foreign language (i.e. not in Polish) in which the studies will be ultimately conducted.
- 5) The studies curriculum has to cover full-time studies, provided that they are not shorter than 3 semesters and not longer than 4 semesters.
- 6) If the specific nature of the education offered under the particular course of studies provides for such a possibility, it is acceptable for certain learning attainments covered by the studies curriculum to be acquired by means of classes carried out by applying distance education methods and techniques, utilising infrastructure and software providing for the possibility of synchronous and asynchronous interaction between the students and the teachers. If the studies curriculum provides for the possibility of carrying out distance education, this education has to be planned in accordance with § 12 of the Ordinance of the Minister of Science and Higher Education of 27 September 2018 on programmes of studies (Journal of Laws, item 1861). Distance education may not replace visits to foreign HEI, but it may supplement such visits.
- 7) The studies curriculum has to be developed in accordance with § 3 of the Ordinance of the Minister of Science and Higher Education of 27 September 2018 on programmes of studies (Journal of Laws, item 1861) and has to include:
 - the name of the studies and the relevant field of studies;

- indicating a scientific or an artistic discipline, to which the studies curriculum was assigned, and if the studies curriculum was assigned to more than 1 discipline – indicating the leading discipline;
 - information about the method of issuing diplomas.
- 8) The Applicant shall be obliged to compare the requirements related to the process of issuing diplomas and to develop – in cooperation with a foreign HEI – the requirements applicable to the joint diploma.
- 9) The studies curriculum has to provide for the foreign HEI's participation during the stage of confirming the learning outcomes. The final exam or the defence of the diploma thesis has to be conducted with the participation of academic staff of both partners.
- 10) According to one of the requirements, under the Project the Applicant – acting in cooperation with a foreign HEI – has to develop a system for raising the quality of education both in terms of upgrading the studies curriculum, as well as in terms of improving its implementation.
- 11) The studies curriculum has to provide for a part of the education programme to be carried out at a foreign HEI. It is recommended for the proportion of time spent on education at the Polish HEI to time spent on education at the foreign HEI to amount to 50%–50%. In the case of 3-semester-long studies, the period of education at a foreign HEI has to amount to 6 months, while in the case of 4-semester-long studies it has to amount to 10 months.
- 12) For the Project to be settled, the Applicant has to develop the joint studies curriculum and file an application to the minister competent for higher education to have the studies established based on the programme of studies developed under the Project (pursuant to Article 53 of the ALHES. The above-mentioned documents have to account for the principle of a level-playing field and non-discrimination, including accessibility to people with disabilities, as well as the principle of a level-playing field for women and men within the meaning of *the Guidelines for the implementation of the level-playing field and non-discrimination principle, including accessibility to people with disabilities, as well as the principle of a level-playing field for women and men under the EU funds for 2014-2020.*
- II. **Authorised activities under path B – Supporting academic mobility under joint international second-cycle studies:**

- 1) activities related to the implementation of a curriculum of international joint second-cycle studies, including in particular:
 - a) paying out scholarships to students of Polish HEIs travelling abroad and to students of a foreign HEI visiting Poland under the implemented joint education programme;
 - b) organising or participating in lectures, study visits or working meetings of didactic and scientific staff related to the implementation of the studies together with a foreign Partner;
 - c) organising adaptive, integrative, linguistic and inter-cultural training or training related to new methods of education and ensuring that the staff involved in the implementation of the studies covered by the Project participate in them;
 - d) organising adaptive, integrative, linguistic or inter-cultural training and ensuring that students participate in them.

Supplementary information concerning path B.

- 1) The project has to concern joint second-cycle studies. The Applicant shall not be allowed to cover the first-cycle studies nor a uniform master's degree studies with the project-related activities.
- 2) Joint studies shall mean the studies referred to in the Article 60 of the ALHES.
- 3) The studies have to be conducted in cooperation with a foreign HEI and have to end with the issuing of a joint diploma referred to in Article 60(4) of the ALHES.
- 4) The studies which are to be covered by the Project have to be conducted in a language other than Polish.
- 5) The studies have to be full-time studies, provided that they are not shorter than 3 semesters and not longer than 4 semesters.
- 6) If the specific nature of the education offered under the particular course of studies provides for such a possibility, it is acceptable for certain learning attainments covered by the studies curriculum to be acquired by means of classes carried out by applying distance education methods and techniques, utilising infrastructure and software providing for the possibility of synchronous and asynchronous interaction between the students and the teachers. If the studies curriculum provides for the possibility of carrying out distance education, this education has to be planned in accordance with § 12 of the Ordinance of the Minister of

Science and Higher Education of 27 September 2018 on programmes of studies (Journal of Laws, item 1861). Distance education may not replace visits to foreign HEI, but it may supplement such visits.

- 7) The studies covered by the Project have to provide for a part of the curriculum to be carried out at a foreign HEI. In the case of 3-semester-long studies, the period of education at a foreign HEI has to amount to at least 1 semester, while in the case of 4-semester-long studies – to at least 2 semesters.
- 8) During every academic year, there have to be at least 5 students from a foreign HEI enrolled at the studies covered by the Project.
- 9) For the duration of studies at a partner HEI planned under the studies curriculum covered by the Project, at least 10 students have to participate in the exchange. It is recommended for the proportion of the number of students at Polish HEI to the number of students at a foreign HEI to amount to 50%–50%.
- 10) The Project provides for paying out scholarships to students of a Polish HEI travelling abroad and to students of a foreign HEI visiting Poland during a semester of the studies, as well as for covering their travel expenses (including costs of their insurance and visas). Travel expenses related to a round trip may be borne only once.
- 11) For the Project to be settled, at least 90% of students qualified to participate in the joint studies curriculum have to fully complete the programme of education at studies covered by the Project. Completion of the full studies curriculum covered by the Project shall be confirmed by issuing a joint or double diploma.

The Applicant may submit at most 3 applications, provided that a single application concerns only one of the paths (i.e. it is not possible to combine both paths in a single application). The Applicant is also not allowed to submit an application concerning the development of a joint second-cycle studies curriculum (path A) together with a mobility support application (path B) with regard to studies covered by the education curriculum being the subject of the Project under path A. Such application may be possibly submitted under subsequent calls for applications related to the Programme.

If a decision to grant financing is taken, the Application shall be the subject of a separate Agreement for Project implementation and financing.

2.3. Project implementation deadline

The implementation of a single Project has to span the period of:

- 1) under path A:
from 6 to 18 months, between 1 October 2019 and 31 March 2021;
- 2) under path B:
from 3 to 4 semesters, between 1 October 2019 and 30 September 2021.

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

Call for applications under the Programme *KATAMARAN – Establishing and conducting joint second-cycle studies* will be carried out from 6 March 2019 until 30 May 2019, 3:00 PM local time (Warsaw), exclusively in electronic form by means of the NAWA'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 submit the applications on behalf of the Partner.

The application form will be posted on the Agency's website in English and published only for illustrative purposes for international partners.

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 publicly available 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;
- 3) a letter of intent from the Partner – a template of a letter of intent constitutes Attachment No 2 to these Regulations;
- 4) an agreement with the Partner.

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 Agency's 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) they were submitted after the deadline designated in the announcement of the call for applications;
- 2) they fail to meet the formal requirements designated in the announcement of the call for applications 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

At the stage of merit-based evaluation, an application may be awarded the maximum of 100 points. The evaluation includes the following components:

- 1) scores from two reviewers, each of whom may award the maximum of 40 points, whereby the evaluation takes into account the arithmetic mean average value of both scores (i.e. max. 40 points);
- 2) a score from the Evaluation Team, which may award the maximum of 60 points.

The Evaluation Team shall designate reviewers to whom applications shall be transferred for evaluation.

The results of the reviewers' evaluation shall be presented to the Evaluation Team. The task of the Team is to assess the applications based on opinions expressed by reviewers, then conduct an analysis and formulate the final merit-based justification for each application. The reviewers' opinions are supplementary to the results of the evaluation carried out by the Evaluation Team. The

Team, having a decisive influence on the application's final evaluation and its position on the ranking list, shall take into account the evaluation criteria specified in the Regulations, as well as the quality of the application in relation to other applications under evaluation. All applications which passed formal evaluation shall be presented to the Team for evaluation, regardless of how they were scored by reviewers.

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.

The names and surnames of external experts carrying out the merit-based evaluation shall remain confidential and 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:

Path A			
Item	Description of the criterion	Score awarded by the reviewer	Score awarded by the Evaluation Team
1.	The Applicant's and Partner's capacity (didactic, organisational, technical and staff-related), including the results of PAC evaluation	0-7	0-8
2.	A supply-demand analysis concerning the education programme which is to be covered by the Project (forecast number of students based on the Applicant's experiences, reference to national and regional strategies)	0-8	0-10
3.	Scientific merit of the Applicant's institution responsible for carrying out the Project, measured by means of a parametric evaluation*	x	0-8
4.	Proposed studies curriculum	0-11	0-14

Path A			
Item	Description of the criterion	Score awarded by the reviewer	Score awarded by the Evaluation Team
5.	Project viability in light of planned activities, schedule and the budget	0-14	0-20
Total:		0-40	0-60

Path B			
Item	Description of the criterion	Score awarded by the reviewer	Score awarded by the Evaluation Team
1.	The Applicant's and Partner's capacity (didactic, organisational, technical and staff-related)	0-6	0-8
2.	Applicant's experience in conducting second-cycle studies with foreigners' participation	0-4	0-5
3.	Scientific merit of the Applicant's institution responsible for carrying out the Project, measured by means of a parametric evaluation*	x	0-8
4.	Proposed studies curriculum	0-11	0-14
5.	Project viability in light of planned activities, schedule and the budget	0-14	0-20
6.	Premium criterion: applicable if the PAC awards a given field of study outstanding evaluation results	0 or 5	0 or 5
Total:		0-40	0-60

* The Evaluation Team shall award criterion No 3 in the following manner:

- a) the Applicant shall be awarded 8 points (path A) / 8 points (path B), if the institution which is meant to implement the project has been classified to A+ category;
- b) the Applicant shall be awarded 6 points (path A) / 6 points (path B), if the institution which is meant to implement the project has been classified to A category;
- c) the Applicant shall be awarded 4 points (path A) / 4 points (path B), if the institution which is meant to implement the project has been classified to B+ category;
- d) the Applicant shall be awarded 2 points (path A) / 2 points (path B), if the institution which is meant to implement the project has been classified to B category;
- e) the Applicant shall be awarded 1 point (path A) / 1 point (path B), if the institution which is meant to implement the project has been classified to C category.

3.5. Ranking list and results of the call for applications

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 NAWA Director for approval. The ranking list shall include:

- 1) applications which received 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 requirements, which translates to a negative merit-based evaluation, making it ineligible for financing.

The NAWA Director shall use the ranking list when taking the final decision on whether to finance or reject applications submitted under the call for applications. 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 due liabilities towards 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 applications

The Director shall issue a decision to grant or refuse to grant funding under the Programme. 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 3 to the Regulations. NAWA reserves the right to amend the Agreement to the extent allowed by these Regulations.

Should the Applicant selected in a call for proposals fail to sign the Agreement, financing may go to the next Applicant from the ranking list.

5. PRINCIPLES FOR FINANCING

5.1. The period of expenditure eligibility

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

- 1) initial eligibility date – the starting date of Project implementation entered into the Agreement;
- 2) final eligibility date – final date of Project implementation entered into the Agreement (it is possible for expenditure to be incurred until the final report is submitted, provided that such expenditure relates to the Project implementation period and are included in the final report).

5.2. Budget of the Project

The amount of financing available for implementation of a single project shall amount to:

- I. under path A – up to: PLN 700,000.00;
- II. under path B – up to: PLN 1,000,000.00.

The total cost of a Project shall consist solely in direct eligible costs, indicated by the Applicant in a detailed budget draft included in the application. 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 costs related to managing the project, i.e. administrative expenses which do not constitute direct merit-based activities planned under the project (e.g. the following costs shall be considered to be ineligible: costs borne by the coordinator, costs of managing the Project, costs of utilities etc.).

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 this 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.

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

5.3. Eligible costs

I. Authorised categories of costs under the Programme related to authorised activities under **path A – Establishing the curricula of joint international second-cycle studies and opening enrolment for studies** include:

1) Costs of activities related to establishing a curriculum of international joint second-cycle studies:

a) costs of remuneration:

- of persons participating in the Project in order to develop a new studies curriculum and new didactic materials;
- of trainers, lecturers and conference speakers, as well as persons responsible for organising other events;
- of persons responsible for linguistic correction.

Costs of remuneration cover employment contract costs, costs of performance allowances or costs of other wage components, as well as costs of civil law contracts.

b) Travel and accommodation expenses related to domestic or foreign visits by the staff involved in the implementation of the Project:

- travel and accommodation expenses incurred in relation to study or working visits between the Partners; the organisation or participation in training, delivering or attending lectures, conferences or other events involving the target group.

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, while the living allowance covers in particular costs of accommodation and daily allowance.

c) Costs of purchasing the other goods and services indispensable for the implementation of the Project:

- costs of purchasing textbooks and other materials necessary for the development of the studies curriculum;
- cost of linguistic correction of the studies curriculum and the didactic materials;
- other costs directly related to the implementation of the Project and necessary to achieve its aims.

2) Costs of actions supporting the commencement of studies based on the education curriculum developed under the Project, including in particular:

a) costs of remuneration:

- of trainers, lecturers and conference speakers, as well as persons responsible for organising other events;
- of persons responsible for preparing information and educational materials;
- of translators and interpreters.

Costs of remuneration cover employment contract costs, costs of performance allowances or costs of other wage components, as well as costs of civil law contracts.

b) Travel and accommodation expenses related to domestic or foreign visits by the staff involved in the implementation of the Project:

- travel and accommodation expenses incurred in relation to study or working visits between the Partners; the organisation or participation in training, delivering or attending lectures, conferences or other events involving the target group.

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, while the living allowance covers in particular costs of accommodation and daily allowance.

c) Costs of trainings, lectures, conferences and other events:

- costs of renting the rooms, equipment and amplification devices;
- costs of catering services (coffee breaks, lunch);
- costs of conference materials (including costs of photocopying materials, costs of purchase of office supplies and consumables for the organised event);
- costs of training, if participating in the training;
- other costs directly related to the organisation of the event.

d) Costs of purchasing the other goods and services indispensable for carrying out supportive activities:

- costs of printing the information and educational materials;
- costs of translation/interpretation;
- costs of layout-related services;
- costs of other tasks directly related to supportive activities.

Note: the total amount of the costs related to supportive activities cannot exceed 20% of the Project's value.

II. Authorised cost categories under the Programme related to authorised activities under path B – Supporting academic mobility under joint international second-cycle studies include:

1) Costs of scholarships for a Polish HEI's students for the duration of the implementation of the studies curriculum abroad amount to, respectively:

- PLN 1,500 per 1 person per month – in the case of a visit to a foreign HEI situated in a non-OECD country;
- PLN 2,000 per 1 person per month – in the case of a visit to a foreign HEI situated in an OECD country and in the case of a visit to a foreign HEI situated in a city located in a non-OECD country which is listed in the top 50 of the MERCER report¹;

2) Costs of scholarship for a foreign HEI's students for the duration of the implementation of the studies curriculum in Poland – the amount of scholarship is PLN 2,000 per 1 person per month;

3) Travel and accommodation expenses related to domestic or foreign visits – borne in relation to the implementation of the Project:

¹

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

- travel expenses, costs of insurance and visas and other costs which the Polish and foreign HEIs' students had to bear to make the visit;
- travel expenses, daily allowance and insurance costs, as well as other costs necessary to making the visit related to domestic or foreign travels made by the staff involved in the implementation of the Project (in accordance with the Ordinance of the Minister of Labour and Social Policy of 29 January 2013 on the amounts payable to an employee of a State or self-government budgetary unit for business travel expenses (Journal of Laws, item 167) which concern delivering lectures and conducting classes related to the study or working visits between the Partners made under the project and delivering or attending lectures, conferences or other events involving the target group.

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, while the living allowance covers in particular costs of accommodation and daily allowance.

4) Costs of remuneration of lecturers:

costs of remuneration cover employment contract costs, costs of performance allowances or costs of other wage components, as well as costs of civil law contracts.

5) Costs of remuneration of trainers:

costs of remuneration cover employment contract costs, costs of performance allowances or costs of other wage components, as well as costs of civil law contracts.

6) Costs of organising trainings or participating in trainings in Poland or abroad by the staff involved in the implementation of the Project or by the students participating in the Project:

- costs of renting the rooms;
- costs of catering services (coffee breaks, lunch);

- costs of training materials (including costs of photocopying materials, costs of purchase of office supplies and consumables for the organised event);
- costs of training, if participating in the training;
- other costs directly related to the organisation of the event.

Note: the total amount of remuneration of trainers (point 5) and the total amount of costs of organising trainings or participating in trainings (point 6) cannot exceed 15% of the value of the Project.

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;
- 2) are actually incurred during the period of Project implementation specified in the Agreement;
- 3) are substantiated by accounting documents and shown in the Beneficiary's financial documentation and accounting records;
- 4) are recognised in the financial part of an interim/final report on the course of 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) are used solely to achieve Project aim(s) and its expected result(s) in a manner consistent with the principles of sound economic management, effectiveness and efficiency;
- 10) shall only cover VAT where it cannot be refunded or recovered under domestic 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, 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) fines, tickets, financial penalties, costs of court proceedings, accrued interest;
- 9) administrative expenses related to Project servicing and management (including coordinator expenses);
- 10) purchase costs of fixed assets and intangible assets;
- 11) other costs inconsistent with the catalogue of eligible costs presented in point 5.3;
- 12) costs of opening and keeping bank accounts (including costs of transfers from or to the Agency collected by Beneficiary's bank);
- 13) costs exceeding the limits established in point 5.3;
- 14) purchases of fixed assets and intangible assets;
- 15) costs of employing persons who are the Beneficiary's employees based on order contracts;
- 16) costs reduced in the project's budget in the course of the merit-based evaluation and specified in the decision on financing issued by NAWA.

Expenditure incurred to carry out tasks under the Project cannot be allocated to activities financed from state budget funds or other public funds (prohibition of double financing).

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

Projects involving a Partner(s) do not allow the Beneficiary to commission the said Partner(s) to purchase goods or services, or vice versa.

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

5.5. Expenditure actually incurred

Expenditure shall be considered actually incurred if incurring it was recorded in cash terms, i.e. as disbursement of cash from the Beneficiary's purse or bank account.

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 duration of the Project implementation period, i.e.

- 1) under path A: **from 6 to 18 months**, between **1 October 2019** and **31 March 2021**;
- 2) under part B: **from 3 to 4 semesters**, between **1 October 2019** and **30 September 2021**.

Payments related to the Project are handled by NAWA, based on the payment schedule included in the interim report. The payment schedule is prepared by the Applicant based on the projected demand for funding during Project implementation. NAWA stipulates that at least 3 payments shall be made, including:

- 1) **Advance payment** – 30% of Project costs transferred to the Beneficiary's bank account indicated in the Agreement within 21 working days from signing the Agreement;
- 2) **Partial payments** – 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 interim reports, provided that the Beneficiary settles at least 80% of tranches received up to this point; the amount of a partial payment cannot exceed 30% of the value of the Project;

- 3) **Balancing payment** – 10% of the total financing amount, transferred to the Beneficiary's bank account indicated in the Agreement within 21 working days from the final report being approved.

Payments shall be made to a bank account of the Beneficiary responsible for further settlements with the Partner.

NAWA reserves the right to change the dates of pre-financing payments. Such changes shall depend on availability of funds allocated to the financing of projects.

5.7. 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 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 accounting document or should be permanently attached to it. Template of an exemplary description of an accounting document shall be made available to Beneficiaries once the Agreement is signed.

In the case of a foreign Partner, the accounting documents in the project should be described at least in such a way as to indicate the relation between the expenditure incurred and the project and to confirm that the expenditure was indeed incurred under the project.

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 usual accounting practice and internal inspection procedures used by the Beneficiary must provide for the possibility of direct reconciliation of declared amounts with amounts indicated 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 is obligated to ensure competitive spending within the Project by applying a procedure compliant with the provisions of the Act of 29 January 2004 – Public Procurement Law (Journal of Laws of 2018, item 1986, as amended), regardless of whether the Applicant is exempted from the obligation to apply it.

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 Project shall be made available to NAWA or to other authorised institutions responsible for the purposes of 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 holds 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 Beneficiary shall be obligated to open a separate bank account dedicated solely to the Project (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 therein, about the amount of funds remaining on the said 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 Agency's 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 obligated 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. The Beneficiary and the Partner determine the method of calculating the expenditure incurred by the Partner in foreign currency into PLN on their own.

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 report

The Beneficiary shall be obliged to file interim reports on the course of Project implementation.

The Beneficiary shall submit the first interim report (if applicable) after three months following the start of the Project implementation.

Subsequent interim reports shall be submitted within the deadlines specified in the Agreement, at least once every 3 months.

The interim report shall consist of:

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

Template of the interim report constitutes an annex to the Agreement.

The interim report shall 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 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

The Beneficiary shall be obligated to file the final report on Project implementation covering the entire period of Project implementation specified in the Agreement. 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 shall consist of:

- 1) a merit-based part, including a description of completed works envisaged in the application;
- 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 days from the date on which the Project implementation period ended.

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

The final report shall be approved by NAWA if by the end of Project implementation **at least 90%** of students qualified to participate in the joint studies curriculum complete the full studies curriculum;

The final report not being approved results in the suspension of the balancing payment amounting up to 10% of the total financing amount. In addition, if this condition is not met, the NAWA Director may issue a decision requesting the return the entire granted financing or its part.

Suspension of the balancing payment shall be independent of the provisions for the suspension of financing provided for in the Agreement.

6.3. Verification of the Beneficiary's reports

All communication pertaining to the Beneficiary's reports shall be conducted via the Agency'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 the Beneficiaries under NAWA Programmes 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 Project may be subject to a further "desk-based" control or on-the-spot check at the Beneficiary's registered office, if the Agreement was included in the statistical sample used for the control required by NAWA or if NAWA selected it for a targeted control of documents in connection with its risk assessment policy.

For the purpose of inspecting the final or interim report for the "desk-based" control of documents, the Beneficiary must provide NAWA with copies of documents proving the spending of the funds received (for categories settled based on actual costs), unless NAWA requests the original documents. 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 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) Report inspection

Report inspection (merit-based and financial) is carried out 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. During the inspection, the Beneficiary must enable NAWA to verify the original supporting documents foreseen for the final or interim report control and desk-based control.

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 Project implementation, 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 inspection of the final report.

In addition to presenting all supporting documents, the Beneficiary must give NAWA access to the records of costs incurred under the Project being part of 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 a time limit 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

9.1. 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 an interim or 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.

9.2. Termination of the Agreement and return of funds

The Agreement may be terminated by NAWA to immediate effect, in the following cases:

- 1) gross breach of the Agreement provisions,
 - 2) failure to submit a report(s) within a prescribed time limit,
 - 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 Agreement termination with immediate effect, the Beneficiary shall be obligated to return the received funds along with interest.

9. EVALUATION

The Beneficiary shall be obligated to participate in the Programme evaluation by NAWA. Participation in the evaluation shall entail:

- 1) filling in the evaluation survey concerning the implemented project prepared by NAWA and made available online. The list of questions included in the survey constitutes an attachment to the Agreement; The survey shall be filled in within 30 days from the date of completion of the Project;
- 2) participation of the Beneficiary, as well as Project participants, in separate evaluation studies commissioned by NAWA. It is assumed that: the Project participant may be invited to take part in an evaluation study once during the Project implementation period, while the Beneficiary may be invited to participate in the study once during the Project implementation period and once during 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 obligated to mark all prepared materials and documents related to Project implementation, which are made publicly available or intended for the target group, with the European Funds sign featuring the name of the Programme, sign of the European Union with the name of the European Social Fund and NAWA logotype. The set of logotypes shall be available for download from the www.nawa.gov.pl website. All of the Beneficiary's informational and promotional activities 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 on the receipt of financing 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. The specific rules have been specified in the Agreement.

11. PERSONAL DATA PROTECTION

Personal data of Project participants, external experts, representatives of Beneficiaries and Applicants (or Partners), 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 *“Supporting the institutional capacity of Polish HEIs through the creation and implementation of international studies curricula”* 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 within the NAWA's ICT system referred to in Article 14(1) of the Act of 7 July 2017 on the Polish National Agency for Academic Exchange (Journal of Laws, item 1530, as amended).

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 or in a programme financed by NAWA.

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) and (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 and for the period necessary for archiving purposes, indicated in the office instruction.

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 the 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 applications. 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. All Applicants who submitted applications before the publication of amendments to the Regulations shall be notified of their introduction by NAWA via NAWA's ICT system message containing all relevant information. 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 applications, 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 to properly carry out a call for applications shall be published by NAWA at www.nawa.gov.pl website. Entities interested in applying for funds under this call for applications are recommended to familiarise themselves on an on-going basis with information published at this website, where all relevant information shall be published.

14. CONTACT WITH NAWA

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

Bożena Łanda

bozena.landa@nawa.gov.pl

phone + 48 22 390 35 63

Annexes:

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