

## Agreement Template

Annex 1 to the Agreement

### AGREEMENT IDENTIFICATION CARD

PARTICULARS OF THE AGREEMENT			
1. Decision no.	[number]	2. Agreement number	[number]
3. Start date	[date]	4. End date	[date]
5. Programme name	NAWA Chair 2022		
DATA OF THE BENEFICIARY			
6. Beneficiary	[name]		
7. Address	[street name / building no. / premises no. / city/town / postcode, city/town]		
8. NIP (Tax Identification Number)	[number]		
9. REGON (Statistical Number)	[number]		
PARTICULARS OF THE BANK			
10. Account holder	[name]		
11. IBAN (account no.)	[number]		
12. Currency of account	[currency]	13. SWIFT	[code]
FUNDING <sup>i</sup>			
	Allocated funds (%)	Amount	Payment term
14. Allocated funds	100%	PLN [amount]	n/a
15. Advance 1	25 %	PLN [amount]	within 30 days after signing the Agreement
16. Advance 2	[ ] %	PLN [amount]	within 30 days after acceptance of each Partial Report
17. Advance [...]	[ ] %	PLN [amount]	within 30 days after acceptance of each Partial Report
REPORTING <sup>ii</sup>			
	Reporting period	Time limit for submitting the report	
18. Interim report 1	From [date] to [date]	for the period from the commencement of the Project until 31 December of a given year	
19. Interim report 2	From [date] to [date]	for the period of 12 consecutive months from the last day of the previous reporting period, excluding that day	
20. Interim report [...]	From [date] to [date]		
21. Final report	From [date] to [date]	up to 30 calendar days after the end of the Project implementation period	

AGREEMENT NO. \_\_\_\_\_ / \_\_\_\_\_

hereinafter "Agreement", entered into in Warsaw by and between:

**The Polish National Agency for Academic Exchange** – a state legal entity established pursuant to the Act of 7 July 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw, at ul. Polna 40, 00-635 Warszawa, NIP: 5272820369, REGON: 368205180, hereinafter referred to as the "Agency",

represented in accordance with its rules of representation,

and

**University / Scientific Unit / Research Institute** \_\_\_\_\_, with its registered office in \_\_\_\_\_, at ul. \_\_\_\_\_, \_\_\_\_\_<sup>III</sup>, NIP: \_\_\_\_\_, REGON: \_\_\_\_\_, hereinafter referred to as "Beneficiary", represented by: \_\_\_\_\_<sup>IV</sup> \_\_\_\_\_<sup>V</sup>,

hereinafter jointly referred to as the "Parties",

reading as follows:

### §1

#### Subject of the Agreement

1. The subject of the Agreement is the implementation by the Beneficiary of the project "\_\_\_\_\_"<sup>VI</sup>, hereinafter referred to as the "Project", pursuant to the Beneficiary's application submitted in the call for applications for the Programme via the Agency's ICT system, hereinafter referred to as the "Application", within the scope approved by the Decision of the Agency Director no. \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Decision".
2. The Agreement defines the principles of implementation, funding, as well as settlement of funds applicable to the Project.

### §2

#### Allocated funds and Project duration

1. The Agency Director granted the Beneficiary funds for the implementation of the Project up to the maximum amount of PLN \_\_\_\_\_ (in words: \_\_\_\_\_ zlotys and \_\_\_\_\_ grosz).
2. The Project will be implemented over a period of \_\_\_\_\_ months i.e. from \_\_\_\_\_<sup>VII</sup> until \_\_\_\_\_<sup>VIII</sup>.

### §3

#### Terms and conditions for the performance of the Agreement

1. The Beneficiary undertakes to perform the Project based on:
  - 1) the provisions of the Agreement;
  - 2) the Application, attached as Annex to the Agreement;

- 3) the announcement on the call for applications for the participation in the Programme, constituting Annex 2 to the Agreement and its accompanying attachments, hereinafter referred to as the “**Announcement**”, including the Regulations of the National Academic Exchange Agency Programmes – Institutional Programmes, hereinafter referred to as the “**Regulations**”;
  - 4) internal regulations in force for the Beneficiary provided that they are not contrary to the generally applicable provisions of law and the documents listed above.
2. As part of the implementation of the Agreement, the Agency undertakes in particular to transfer the granted funds to the Beneficiary’s bank account.
  3. The Agency is not liable for any damage incurred by the Beneficiary or third parties in connection with the implementation of the Agreement, in particular the Agency is not liable for the actions or omissions of the Beneficiary.

#### §4

#### Funding Principles

1. The allocated funds will be transferred by the Agency to the Beneficiary into the Beneficiary’s bank account specified in Annex 1 to the Agreement on the terms and conditions laid down in that Annex. The amounts set out in Annex 1 are not adjusted to inflation rates.
2. The date on which the Agency’s bank account is debited is considered as the date of disbursement of funds.
3. In the event of projects co-funded from the European Union funds, the total amount of bank interest earned by the Beneficiary on the funds transferred by the Agency is reimbursed within 30 days of the Project completion date as defined in § 2(2) of the Agreement, at the latest, to the bank account indicated by the Agency, unless otherwise stipulated in separate regulations. The date of interest reimbursement will be the moment of crediting the Agency account.
4. In the event of other projects, interest accrued on the bank account will be reimbursed in full to the Agency at the latest until 15 December each year as at 30 November, to the bank account indicated by the Agency. If the bank account for the implementation of projects funded by the Agency is no longer used, the reimbursement takes place after the completion of the last of the projects implemented. The date of interest reimbursement will be the moment of crediting the Agency account.
5. The funds will be disbursed subject to the availability of the funds in the Agency’s bank account.
6. The funds may be disbursed as follows:
  - 1) in the event of mutual receivables due and payable under the agreements entered into between the Agency and the Beneficiary the Agency will be entitled to deduct them, which does not release the Beneficiary from the obligations under the Agreement;
  - 2) in other events, the payment will be made by the Agency to the Beneficiary’s bank account. The Parties agree that the order in which payments are made in accordance with the forms set out above will be as follows: first deduction of mutual receivables referred to in item 1, followed by the payment referred to in item 2.

7. The Beneficiary undertakes to inform the Agency, upon its request and within the time limit set by the Agency, about the amount of funds remaining on the Beneficiary's account as at 31 December of a given calendar year.

## **§5**

### **Beneficiary's reports**

1. The Beneficiary is required to submit reports via the Agency's ICT System in a timely manner under the terms and conditions set forth in the Agreement and within the time limits indicated in Annex 1 to the Agreement.
2. Together with the Final Report, the Beneficiary will be obliged to submit to the Agency the products created as a result of the Project implementation.

## **§6**

### **Control of the Project**

The Beneficiary may be subject to controls and audits carried out by the Agency or by authorised third parties, under the conditions laid down in the Regulations.

## **§7**

### **Method and procedure for supervising the implementation of the Agreement by the Agency**

The Beneficiary is obliged to inform the Agency immediately of any problems or irregularities in the implementation of the Agreement which threaten or may threaten the correct implementation of the Agreement.

## **§8**

### **Suspension of the Funding**

1. The Agency may withhold funding for the Project in situations and under the conditions laid down in the Regulations.
2. During the period of withholding the funding, i.e. from the moment when the information on withholding the funding is announced until the moment when the information on restoring the funding is placed in the same way, the Beneficiary may not enter into new obligations, but only settle previous obligations.

## **§9**

### **Termination of the Agreement**

1. The Agreement may be terminated by the Agency with immediate effect in the cases provided for in the Regulations.
2. The Agency is also entitled to terminate the Agreement with immediate effect if, as a result of any organizational and legal changes concerning the Beneficiary, the implementation of the Agreement would be at risk.
3. In the event referred to in items 1-2, the Beneficiary is obliged to reimburse the funds plus the statutory interest for late payment, calculated from the date of transferring the funds to the date of their reimbursement, within 14 days of the termination of the Agreement.

4. The Agreement may be terminated by the Parties by mutual agreement in the event of occurrence of circumstances which make the performance of the Agreement impossible or considerably more difficult and which could not have been foreseen at the time of its conclusion. If the Agreement is terminated, the Beneficiary is required to reimburse all or part of the funds received.

#### **§10**

##### **Settlement of the Agreement and reimbursement of the allocated funds**

1. The Agency settles the Agreement in accordance with the Regulations upon acceptance of the Final Report.
2. Funds improperly used or not used for the Project implementation, resulting from the settlement of the Final Report, are to be reimbursed to the Agency upon its request within the time limit specified by the Agency. Unused funds reimbursed after this time limit are subject to statutory interest as for delay payment starting from the day following the date on which the time limit for reimbursement of the above mentioned funds expired.

#### **§11**

##### **Information and promotion**

The Beneficiary is obliged to mark all the prepared works, materials and documents created within or in connection with the Project, which are made public or intended for the target group of the Project on the terms laid down in the Regulations.

#### **§12**

##### **Evaluation**

1. The Beneficiary and the Project Participants are obliged to participate in the Project evaluation according to the conditions laid down in the Regulations.
2. The Agency represents that the data obtained from the Beneficiary in accordance with section 1 do not affect the conditions for the disbursement of the allocated funds.

#### **§13**

##### **Amendment to the Agreement**

1. Any changes to the provisions of the Agreement require an annex concluded in writing or in a document form under pain of nullity. The Beneficiary is obliged to submit a written and fully justified application specifying the proposed amendments to the Agreement.
2. Budget transfers within the same task are allowed without the Agency's approval.
3. Without the Agency's approval, transfers of funds in the budget are allowed up to 10% of the value of the funds for the task from which the funds are transferred and the task to which the funds are transferred. Transfers to budget items for which maximum amounts have been set in the Regulations in excess of this limit are not allowed.
4. The transfers referred to in items 2 and 3 require only notification to the Agency of the changes made to the project in a written or documentary form.
5. It is not allowed to increase the value of budget items that have been reduced and are indicated in the Decision.

## **§14**

### **Copyright**

1. In the case of projects co-funded by the European Union funds, the Beneficiary undertakes to conclude a separate agreement on the transfer of author's economic rights with the Agency, including the exclusive right to grant permits for the performance of the derivative copyright to all the works created within the Project.
2. At the same time, in the agreement referred to in item 1, the Agency will grant the Beneficiary a free licence, for an unlimited period of time, without territorial limitations, to use the works mentioned above, in all fields of use covered by the agreement referred to in item 1, together with a permission to exercise a derivative copyright.
3. The agreement referred to in item 1 is concluded upon written request of the Agency within a period specified in the request, not shorter than 7 days from the date of receipt of the request.
4. In the event of projects funded without the involvement of the European Union, the Beneficiary undertakes to grant the Agency a licence, free of charge and for an indefinite period of time, without territorial restrictions, to use all the works created within the Project, in all known fields of use, together with a permission to exercise a derivative copyright. At the justified request of the Beneficiary, the Agency may exempt the Beneficiary from the above obligation<sup>1</sup>.

## **§15**

### **Processing and protection of personal data**

The principles and method of processing and protection of personal data are defined in the Regulations.

## **§16**

### **Force Majeure**

1. The Parties are released from liability for failure to meet their obligations under the Agreement due to force majeure.
2. The term "force majeure" is understood by the Parties as an event or a combination of events beyond the Beneficiary's control, which render the performance of his obligations under the Agreement impossible or seriously hinder the Beneficiary's performance, and which the Beneficiary could not foresee and which he could not prevent or overcome by acting with due diligence.
3. A Party may only invoke force majeure if it immediately, but no later than within 14 days, notifies the other Party in writing about the force majeure event (including a description of the situation or event), the expected duration of the force majeure and the foreseeable consequences of the force majeure.
4. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.

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<sup>1</sup> Applies to works which the Beneficiary intends to publish in publications whose publication principles impose on him the obligation to transfer unencumbered copyrights to those works.

5. If force majeure continues for 30 days or more, the Agency may terminate the agreement with immediate effect. In the event referred to in the previous sentence, the Beneficiary is obliged to reimburse the funds within 14 days from the date of termination of the Agreement.

## §17

### Final Provisions

1. The Agreement enters into force on the date of its signing by the last Party.
2. The rights and duties of the Parties may not be transferred to third parties.
3. Statements made under the call for applications procedure to the Programme are binding throughout the period of the Agreement. If the circumstances set forth in the statements change, the Beneficiary will promptly notify the Agency.
4. All correspondence, with the exception of the cases of using the Agency's ICT system indicated in the Agreement, bearing the Agreement number, related to the performance of the Agreement, will be conducted in a written or documentary form (including electronic correspondence) using the addresses indicated in the Application.
5. In the event of a change in the data referred to in section 4, the Party concerned is obliged to notify the other Party of this fact not later than 14 days after the change of data. Pending notification, correspondence sent to existing addresses is deemed effectively delivered. A change of address of the Party or the person indicated by the Beneficiary to carry out the correspondence regarding the Project does not require an annex to the Agreement.
6. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code and Announcement apply.
7. In the event of any discrepancies or other possible doubts as to the application of the Agreement or its appendices, the Parties agree that Annex 2 prevails (**Announcement**), followed by Annex 3 (**Application**), and further on the remaining appendices.
8. Any doubts arising during the course of Project implementation and related to the interpretation of the Agreement will be resolved first of all through consultations between the Parties.
9. Disputes arising from the performance of the Agreement will be resolved by a common court with jurisdiction over the registered office of the Agency.
10. The Agreement has been drawn up in two identical counterparts, one for each Party.
11. Annexes:
  - 1) Agreement Identification Card;
  - 2) The announcement on the call for applications for the participation in the Programme and its attachments are available at [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 3) The Approved Application for the participation in the Programme is available via the Agency's ICT system at <https://programs.nawa.gov.pl/>;
  - 4) Payment Schedule (if applicable);
  - 5) Guidelines and Rules for the Implementation of Projects (if applicable);
  - 6) Power of Attorney (if applicable);
  - 7) Letter of Intent (if applicable).

Agency:

Beneficiary:

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signature, date

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signature, date

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- <sup>I</sup> Add/delete rows where necessary;
  - <sup>II</sup> Add/delete rows where necessary;
  - <sup>III</sup> Postcode
  - <sup>IV</sup> First and last name
  - <sup>V</sup> Position/function
  - <sup>VI</sup> Beneficiary's project title
  - <sup>VII</sup> Day-month-year
  - <sup>VIII</sup> Day-month-year, calculated automatically

AGREEMENT FORM