

IDENTIFICATION SHEET OF THE GRANTEE AGREEMENT

CONTRACTUAL DATA			
Decision No.	[number].	2. Contract number	[number].
3 Date of commencement	[date].	4 Completion date	[date].
DATA OF THE SCHOLARSHIP HOLDER			
5. STIPENDIST	[name and surname].		
6 Address	[address].		
7. identity card or passport number	[number].		
8. PESEL (if applicable)	[number].		
BANK DATA			
9 Account holder	[name and surname].		
10. IBAN (account number)	[number].		
11 Currency of account	[currency].	12. SWIFT	[code].
FINANCING			
	Allocated funds (%)	Amount	Payment term
13. allocated funds	100%	[amount] PLN	[date].
14 Advance payment	[number 90%].	[amount] PLN	[date].
15 Balancing payment	[number10 %].	[amount] PLN	[date].
REPORTING			
16 Final report	Reporting period	As of [date]	By [date]

STATEMENT BY THE SCHOLARSHIP HOLDER

I confirm that the above details are factually and legally correct and acknowledge that this page of the Agreement forms an integral part thereof.

Agreement No. [contract
number] hereinafter
concluded in Warsaw, between: referred to as the
"Agreement"

National Academic Exchange Agency - a state legal entity established on the basis of the Act of 7 July 2017 on the National Academic Exchange Agency with its seat in Warsaw, 40 Polna Street, 00-635 Warsaw, NIP: 5272820369, REGON: 368205180, hereinafter referred to as "the Agency", represented by its legal representative for the purpose of concluding the Agreement, and

Mr/Mrs [name and surname] residing at [address], identity card/passport no.: [number] /PESEL: [number], hereinafter referred to as the "Scholarship Holder",

hereinafter jointly referred to as

the "Parties" as follows:

§ 1

Subject of the Agreement

1. The subject of the Agreement is the implementation by the Scholarship Holder of an activity consisting of [implementation of a scholarship/lecture], hereinafter referred to as the "Scholarship", co-financed by the Agency, in accordance with the Decision of the Director of the Agency No. [number] of [date] constituting Annex No. 5 to the Agreement (hereinafter referred to as the "Decision"), within the framework of the [name of the Programme], hereinafter referred to as the "Programme".
"Programme".
2. For the implementation of the Scholarship, the Director of the Agency has granted the Scholarship Holder funds in the maximum amount of PLN [amount] (in words: PLN [amount] and [amount] cents), hereinafter referred to as "Funds".
3. The contract will be implemented in the period from .

§ 2

Conditions for the implementation of

the Agreement The scholarship will be implemented in accordance with:

- 1) the notice attached as Annex 2 to the Agreement, hereinafter referred to as the "Notice"; and subsequently
- 2) The Rules of Procedure for Programmes of the National Academic Exchange Agency - Programmes for Individuals, attached as Annex 3 to the Agreement, hereinafter referred to as "the Rules",
- 3) Agreement and the Agreement Identification Sheet with the Grantee, attached as Annex 1 to the Agreement,
- 4) application No. [number] for participation in the Programme, within the scope accepted for implementation by the Agency in accordance with the Decision, constituting Annex 4 to the Agreement, hereinafter referred to as "Proposal".



Responsibilities of the Scholarship Holder

Scholarship recipient is obliged to fulfil obligations specified in the Announcement, in particular the Regulations.

§ 4

Funding principles and reimbursement

1. The funds will be transferred to the Grantee's bank account, in accordance with Annex 1 to the Agreement and under the terms of the Announcement and in particular the Regulations.
2. The disbursement of funds shall be subject to the Agency having sufficient funds for that purpose. The Agency shall not be responsible for delays in the transfer to it of funds by other entities for the payment of the funds referred to in the first sentence.
3. A duly drawn up partial report or final report shall be subject to the Agency's assessment of the compliance of the activities carried out by the Grantee with the Agreement.
4. Funds deemed to have been disbursed contrary to the Agreement shall be repaid within 14 days of receipt of the request for repayment. If the funds are not repaid in time, the Agency shall charge statutory interest for late payment.
5. The date of payment or reimbursement of the Funds shall be deemed to be the date on which the Agency's bank account is debited or credited, as appropriate.

§ 5

Insurance

The Grantee is obliged to provide his/her own insurance, as specified in the Announcement, for the duration of the Agreement. The Agency shall not be liable for any damage incurred by the Grantee or any third party in connection with the performance of the Agreement, nor shall the Grantee be entitled to any claims against the Agency, in particular for medical expenses incurred, not covered by the insurance referred to above.

§ 6

Principles of evaluation

1. The grantee is obliged to participate in the evaluation of the Programme conducted by the Agency (or other authorised entities indicated in the Regulations), under the terms and conditions specified in the Regulations.
2. The Agency reserves the right to modify the evaluation rules or deadlines within 2 years of the end of the year in which the Agreement is settled, provided that the new evaluation rules or deadlines do not extend quantitatively and temporally beyond those indicated in the Regulations.
3. In the case referred to in paragraph 2, the Agency shall inform the Grantee of such circumstances, indicating these new rules or deadlines, via the Agency's ICT system or by e-mail.

§ 7

Rules on document retention

The Grantee is obliged to keep the documentation related to the performance of the Agreement for the period of time specified in the Regulations or, if applicable, generally applicable laws.

§ 8

Agency's visual identity principles

1. The Scholarship Holder is obliged to place on all materials, presentations or publications resulting from the implementation of the Scholarship or developed by the Scholarship Holder for the implementation of the Scholarship, information in Polish or English about the financing of the Scholarship by the Polish National Agency for Academic Exchange together with the logotype.
2. The obligation laid down in paragraph 1 shall not apply to those publications excluded from that obligation in accordance with the relevant rules laid down by the publishing body, in particular the publisher.

§ 9

Control and audit principles

1. The Agency may carry out inspections or audits of the Grantee's activities on the terms and within the time limits set out in the Regulations.
2. The Grantee undertakes to co-operate with the Agency in this regard and, in particular, to make available the required documentation related to the implementation of the Scholarship, to provide explanations in this regard and to take other actions aimed at enabling the Agency to exercise its powers under the Regulations.

§ 10

Amendment, termination of the Agreement, force majeure

1. If circumstances arise which result or may result in changes to the content of the Agreement or its annexes, the Grantee shall notify the Agency immediately, but no later than within 7 days of their occurrence, failing which the Agency shall not recognise them as effective.
2. The parties shall be indemnified for failure to fulfil their obligations under the Contract due to force majeure.
3. By force majeure, the Parties mean in particular external events beyond the control of the Parties, affecting the performance of the Contract, of an extraordinary nature, impossible to foresee and avoid, which occur after the conclusion of the Contract.
4. A Party may invoke force majeure only if it informs the other Party of the occurrence of force majeure without delay, but no later than within the period specified in paragraph 1, together with a description of the situation or event, the expected duration of the force majeure and a description of the foreseeable consequences of the force majeure.
5. The parties are obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume implementation of the Agreement as soon as possible.
6. In the event of force majeure limiting or preventing the execution of the Contract for more than 30 days, the Agency reserves the right to terminate the Contract with immediate effect.
7. If the Grantee is found to be in breach of the Agreement, including, in particular, in respect of its obligations, including reporting requirements, the Agency may terminate the Agreement in writing, after giving the Grantee written notice and an additional period of 14 days to cease the breaches, remove or remedy the consequences of the breaches of the Agreement.

8. In the event of termination of the Agreement by the Agency, the Grantee shall be obliged to repay all funds received, together with statutory interest for late payment calculated from the date of transfer of such funds by the Agency to the date of repayment, within 14 days of termination of the Agreement.
9. The Agreement may also be terminated by the Parties by agreement of the Parties in the event of the occurrence of circumstances for which neither Party is responsible and which prevent the performance of the Agreement. In this case, the Parties shall agree on the conditions for repayment of the funds received.

§ 11

Dissemination of the image

1. The Scholarship recipient may give voluntary consent to the Agency to disseminate his/her image and film and promotional material featuring him/her, recorded in connection with the implementation of the Scholarship, without any time and territorial restrictions.
2. The consent referred to in paragraph 1 covers the use of the Grantee's image by the Agency or by other persons acting on the Agency's behalf, the recording and reproduction of the Grantee's image through any medium, in particular publication in newspapers, magazines, reports, reports, folders, publications on the Internet, including the Agency's website, exhibitions and electronic publications, for promotional, marketing purposes of the Agency, in connection with the realisation of the Agency's statutory objectives.
3. The grantee authorises the Agency to disseminate information about its activities, including results achieved, etc.
4. The form for granting voluntary consent for image processing in connection with participation in the Programme is attached as Annex 6 to the Agreement.

§ 12

Principles of mutual communication

1. The parties agree that all communication between them will be through the Agency's ICT system or the contact details below:
 - 1) on the part of the Scholarship Holder at the electronic address: ;
 - 2) on the part of the Agency to the electronic address: [address]@nawa.gov.pl.
2. The Parties shall (by way of derogation from paragraph 1) also accept written form, using the postal addresses referred to in the Agreement's compilation (address details of the Parties).

§ 13

Final provisions

1. The rights and obligations of the Parties under the Agreement may not be transferred to third parties.
2. In matters not regulated by the Agreement, the provisions of the Act on the National Academic Exchange Agency, the Civil Code or other relevant universally applicable provisions shall apply. For the avoidance of possible doubts, the Parties point out that the law applicable to the obligation arising from the Agreement shall be Polish law.
3. Disputes arising from the execution of the Agreement shall be settled by the ordinary courts having jurisdiction over the seat of the Agency.

4. Any amendment to the Agreement must be made in documentary form on pain of nullity, unless the Agreement provides otherwise.
5. The Agreement shall enter into force upon acceptance by the last of the two Parties.
6. The agreement is drawn up in documentary form [if applicable: "in Polish and English, with the Polish language version being binding in case of discrepancies"].
or
The Agreement is drawn up in two counterparts, [where applicable: "in Polish and English,"] one for each of the Parties.
7. The Annexes to the Agreement shall form an integral part thereof:
 - 1) Annex 1 - Identification sheet of the Agreement with the Scholarship Holder;
 - 2) Annex 2 - Announcement available at www.nawa.gov.pl;
 - 3) Annex No. 3 - Regulations of the National Agency for Academic Exchange Programmes - programmes for natural persons www.nawa.gov.pl;
 - 4) Annex No. 4 - Application participation Programme available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
 - 5) Annex 5 - Decision of the Agency Director, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>.
 - 6) Appendix 6 - Form for granting voluntary consent for image processing in connection with participation in the Programme.